NORTH CENTRAL REGIONAL TRANSIT DISTRICT
BOARD MEETING AGENDA

November 4, 2016
9:00 AM - 1:00 PM
Jim West Regional Transit Center
Board Room

CALL TO ORDER:

1. PLEDGE OF ALLEGIANCE
2. MOMENT OF SILENCE
3. ROLL CALL
4. INTRODUCTIONS
5. APPROVAL OF AGENDA
6. APPROVAL OF MINUTES – September 9, 2016
7. PUBLIC COMMENTS

PRESENTATION ITEMS:

A. Introduction of Delilah Garcia, Transit and Facilities Operations Director, Dora Anaya, Human Resources Director, Daniel Roybal, Transit Shift Supervisor
Sponsor: Anthony J. Mortillaro, Executive Director

B. Presentation of GFOA "Distinguished Budget Presentation Award"
Sponsor: Anthony J. Mortillaro, Executive Director

C. Above and Beyond Quarterly Award
Sponsor: Daniel Barrone, Chairman and Anthony J. Mortillaro, Executive Director

ACTION ITEMS:

D. Discussion and Consideration of Resolution 2016-39 Adopting and Amending Personnel Rules and Regulations
Sponsor: Anthony J. Mortillaro, Executive Director and Peter Dwyer, Legal Counsel.
Attachment.

E. Discussion and Consideration of Resolution 2016-40 Demonstrating the NCRTD's Commitment to Provide its Local Share for §5311 Federal Funding Award in Federal Fiscal Year 2018 (FFY18)
Sponsor: Anthony J. Mortillaro, Executive Director and Stacey McGuire, Planning, Projects and Grants Manager.
Attachment.

F. Discussion and Approval of Operational Assessment of Town of Taos Routes Post-consolidation
Sponsor: Anthony J. Mortillaro, Executive Director and Stacey McGuire, Planning, Projects and Grants Manager.
Attachment

G. Discussion and Consideration of Resolution No. 2016-41 Transportation Alternatives Program (TAP) ADA Transition Plan FFY18 and FFY19 Planning, Design, Construction, Construction Management and Capital Request Application Submittal
Sponsor: Anthony J. Mortillaro, Executive Director and Stacey McGuire, Planning, Projects and Grants Manager. Attachment

H. Discussion and Consideration of FY2017 Bus Replacement Purchases
Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director.
Attachment

I. Discussion and Consideration of Resolution No. 2016-42 Adopting Amended Financial Policies to Incorporate a Change to District's Financial Policies to Include Automatic Vendor Payments and Check Signatures
Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director.
Attachment

J. Discussion and Approval of Investment of District Funds Summary
Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director.
Attachment

K. Discussion and Approval of FY2016 Year-End Financial Summary Report
Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director
Attachment

L. CLOSED SESSION

Closed session of the meeting pursuant to NMSA 1978, Section 10-15-1 (H) (7) regarding Attorney-client privileged matters pertaining to threatened or pending litigation in which the District may become a participant.

M. Reconvene in Open Session: Possible action item(s) from closed session.

DISCUSSION ITEMS:

N. Financial Report September for 2016:
Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director.
Attachment.

O. Finance Subcommittee Report:
Sponsor: Chair Pete Sheehey and Anthony J. Mortillaro, Executive Director.
Minutes from August 26, 2016

P. Tribal Subcommittee Report:
Sponsor: Chair Charles Dorame and Anthony J. Mortillaro, Executive Director.
Minutes from June 29, 2016

Q. <u>Executive Report and Comments from the Executive Director</u>:

1.) **Executive Report for October 2016**
2.) **Performance Measures for September 2016**
3.) **Ridership Report for September 2016**

<u>MATTERS FROM THE BOARD</u>

<u>MISCELLANEOUS</u>

<u>ADJOURN</u>

<u>NEXT BOARD MEETING:</u> December 9, 2016 at 9:00 a.m.

If you are an individual with a disability who is in need of a reader, amplifier, qualified Sign Language interpreter or any other form of auxiliary aid or service to attend or participate in the hearing of the meeting, please contact the NCRTD Executive Assistant at 505-629-4702 at least one week prior to the meeting, or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats.

North Central Regional Transit District
Board Meeting
Friday, September 9, 2016
Jim West Regional Transit Center
Española, New Mexico
9:00 a.m. - 1:00 p.m.

CALL TO ORDER:

A regular meeting of the North Central Regional Transit District Board was called to order on the above date by Mayor Dan Barrone Chair, at 9:10 a.m. at the Jim West Regional Transit Center, Española, New Mexico.

1. **Pledge of Allegiance**

2. **Moment of Silence**

3. **Roll Call**

Ms. Trujillo called the roll and it indicated the presence of a quorum as follows:

Members Present:	**Elected Members**	**Alternate Designees**
Los Alamos County		*Philo Shelton (T)*
Rio Arriba County	Absent	
Taos County	Absent	
Town of Taos	*Mayor Daniel Barrone, Chair*	
Santa Fe County	*Commissioner Miguel Chávez*	
Nambé Pueblo	Absent	
Ohkay Owingeh	*Ms. Christy Van Buren*	
Pojoaque Pueblo	*Councilman James Rivera*	

Santa Clara Pueblo		*Ms. Mary Lou Valério (T)*
City of Santa Fe		*Mr. Isaac Pino*
San Ildefonso Pueblo		*Ms. Lillian Garcia*
Tesuque Pueblo	Absent	
City of Española	*Councilor Tim Salazar*	
Town of Edgewood	*Councilor Chuck Ring*	
Rio Metro (ex officio)	*Ms. Elizabeth Carter*	

Staff Members Present
Mr. Anthony J. Mortillaro, Executive Director
Ms. Jackie Trujillo, Executive Assistant
Ms. Stacey McGuire, Projects and Grants Specialist
Mr. Troy Bingham, Finance Director
Mr. Peter Dwyer, Legal Counsel
Ms. Annette Granillo, Transit Operations Director
Mr. Jim Nagle, Public Information Officer

Others Present
Mr. Carl Boaz, Stenographer
Mr. Austin Fisher, Rio Grande Sun
Mr. Keith Wilson, Santa Fe Trails
Mr. James Martínez, Santa Fe Trails
Ms. Anna Sanchez
Mr. Gabriel Chávez

4. INTRODUCTIONS

Everyone present introduced themselves.

5. APPROVAL OF AGENDA

Commissioner Chávez moved to approve the Agenda as presented. Councilman Rivera seconded the motion and it passed by unanimous (10-0) roll call vote with Town of Edgewood, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, City of Española, Santa Clara Pueblo, San Ildefonso Pueblo, City of Santa Fe, Santa Fe County, and Town of Taos voting in favor and none voting against.

6. APPROVAL OF MINUTES – August 5, 2016

Councilor Ring moved to approve the minutes of August 5, 2016 as presented. Councilor Salazar seconded the motion and it passed by unanimous (10-0) roll call vote with Town of Edgewood, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, City of Española, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, and Town of Taos voting in favor and none voting against.

7. PUBLIC COMMENTS

There were no public comments.

PRESENTATION ITEMS:

There were no presentation items.

ACTION ITEMS:

A. Discussion and Consideration of Resolution No. 2016-36 Designating an Authorized Staff Representative for State Capital Outlay Funding

Mr. Bingham reported that the District applies for capital outlay funding every year. Page 15 shows the form. Our Counsel, said we have never appointed Pat López to sign the document officially. This resolution would approve Mr. López to be the official representative for the District.

Councilman Rivera fully supported this process. He said the District needs a representative for the organization to talk with the legislature. The RTD is a self-evident organization and should pursue capital outlay funding.

Councilman Rivera moved to approve Resolution No. 2016-36 Designating an Authorized Staff Representative for State Capital Outlay Funding Councilor Ring seconded the motion and it passed by unanimous (9-0) roll call vote with Town of Edgewood, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, City of Española, San Ildefonso Pueblo, City of Santa Fe, Santa Fe County, and Town of Taos voting in favor and none voting against. Santa Clara Pueblo was not present for the vote.

Councilman Rivera asked about having a lobbyist.

Mr. Mortillaro said the District does. It is Mr. Scott Scanland is the lobbyist and he does provide

updates and copies of legislation in seeking our position on those items that are relevant. He attends the Board when we present the legislative agenda for adoption.

B. Discussion and Consideration of Resolution No. 2016-37 Adopting a Policy for Disposition and Donation of Obsolete Fleet and Equipment

Mr. Mortillaro explained that this is an updated existing policy for disposition and donation of property. Mr. Dwyer reviews our policies to make sure we comply with state statute and there are modifications here he recommended. The Finance Sub-Committee recommended approval.

Mr. Bingham commented on the changes. The current policy deals with assets over $5,000 and those under $5,000. This resolution regards financial disclosure. Eight buses have been approved for disposition and this says how we do that or donate them.

On page 32 is the authorization for the Disposal Committee. Page 33 has the last revision done in September, 2015 when we updated it. The resolution passed this year is on pages 52 and 53 for disposal of assets. Page 54 starts the new proposed policy.

He called attention to Step 7 which explains the inventory committee, where they decide if the asset still has active life. At the top of page 56 it shows the priority of choices. Then how we handle donation is step 9. Page 56 shows step 10. Information is given to the State Auditor and on page 57 is where we clarify what happens with branding. The bus must be rebranded (repainting and finishing in other colors). The title is cleared because NMDOT has a lien on each title for those buses that are purchased with federal funds to provide a clear title and delete the lien.

Mr. Dwyer commented that the Board can change the policy at any time. The Finance Subcommittee approved how to dole out the buses. The only rule for donation would be whoever receives it goes to the bottom of the list thereafter. There is not much included on choosing among parties who want the bus. This authorizes Mr. Bingham to sign off on the donation. He checked with Rio Metro and found that they do the similar process. Titling and rebranding is a cost to the member who is receiving the vehicle.

There is one typo on page 56, item 6, where it should say “property” instead of “vehicle.”

Commissioner Chávez thanked the Finance Subcommittee for discussing it.

Commissioner Chávez moved approval of Resolution No. 2016-37 Adopting a Policy for Disposition and Donation of Obsolete Fleet and Equipment with two amendments; to change “Finance Committee” to “Finance Subcommittee” on page 31 and, on page 56, to change “vehicle” to “property.” Chair Barrone seconded the motion.

Mr. Bingham said it costs about $4,000 to paint the bus. We don’t want any association with the District to be evident after the disposal.

Councilman Rivera asked what makes a vehicle eligible for disposal. Is it classified as a usable bus? Is it in running condition at sale and does it have a service log. Are some of them reusable with overhaul or is

that not eligible for overhaul?

Mr. Bingham said the vehicle has to meet a minimum mileage and years of service for FTA guidelines and then they look at maintenance records and Worker's Comp issues. The bus listed at the top is not in working order and some of its parts have been used on other vehicles.

Mr. Bingham said size is also an issue. Some of them are too small and have a heavy door. They were not being used and causing more trouble than they are worth. The 2006 bus is the oldest and noisiest bus. In general, for buses, the body falls apart before the motors. They are fiberglass and start coming apart in 5 years.

Mr. Mortillaro noted there is a complete maintenance record on each vehicle and it would be available for whoever gets the bus.

Ms. Valério asked if the pueblo who received the federal funds shouldn't have first priority.

Mr. Bingham clarified that Santa Clara has a lot of transit funds and that bus technically belongs to Santa Clara so it would not fall under the disposition process.

Ms. Van Buren asked how a tribal entity gets on the list.

Ms. McGuire said she would talk to her about it. She has a running list for those who let her know in writing.

Mr. Dwyer said it is more formal now but basically the same process. The Finance Director and Fleet Manager make a list and talk with the Chair and Executive Director and then to the Disposal Committee who meet annually and people from Board are appointed to it. And then offered to all 14 members and they have opportunity to turn it down. And if two want the same property, it is up to the Board to decide. We've never had that problem. It is first come first serve or the Board decides.

It is clear that these vehicles don't have a great resale value and we could auction one. The most we ever got at auction was $1,700.

The motion passed by unanimous (10-0) roll call vote with Town of Edgewood, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, City of Española, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, and Town of Taos voting in favor and none voting against.

C. Discussion and Consideration of Adoption of Resolution No. 2016-38 Transferring Tribal Transit Funds from the General Budget to the Capital Budget for Fiscal Year 2017

Mr. Bingham explained that this budget amendment does not add more expense. The Santa Clara bus has served the Santa Clara route for five years and needs to be replaced this year. So we are moving tribal transit funds for this purpose. This is just to transfer general operating funds to capital outlay. Page 60

discusses it. The bus is a 2010 Chevy bus with 188,000 miles on it. It is an 18-passenger vehicle. It will cost about $90,000 to purchase a new 14-passenger bus and will be delivered in March next year. The old bus is the property of Santa Clara Pueblo and the District will give it back to them and change the color.

Ms. Van Buren asked if the District got approval from NMDOT.

Mr. Mortillaro said these are federal funds and the transaction does not require their approval.

Councilman Rivera moved to approve Resolution No. 2016-38 Transferring Tribal Transit Funds from the General Budget to the Capital Budget for Fiscal Year 2017. Councilor Ring seconded the motion and it passed by unanimous (10-0) roll call vote with Town of Edgewood, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, City of Española, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, and Town of Taos voting in favor and none voting against. Commissioner Chávez was out of room but voted affirmatively when he returned.

D. Discussion and Consideration of a Memorandum of Understanding with Santa Fe County Regarding the Funding of the Mountain Trail Route

Mr. Mortillaro said this MOU with Santa Fé County is for their contribution. They agreed to provide $25,172 for operating costs for the route as they did last year. It is no longer a pilot route. The non-winter service is going through evaluation after the summer season is over and now getting geared up for the winter season. Their Board of County Commissioners has this on their agenda for Tuesday's meeting.

Commissioner Chávez confirmed that. He saw no problem getting it passed.

Commissioner Chávez moved to approve the Memorandum of Understanding with Santa Fe County Regarding the Funding of the Mountain Trail Route. Ms. Van Buren seconded the motion and it passed by unanimous (10-0) roll call vote with Town of Edgewood, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, City of Española, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, and Town of Taos voting in favor and none voting against.

Mr. Mortillaro said the financial funding has changed a little since the District received some 5307 funding for it. They met several times with the City, MPO, and DOT to discuss redistribution of 5307 funds. He recommended it to MPO and they approved it with $ 30,269 of federal funds. Other parties made commitments including Rio Metro for $15,000 and City of Santa Fe for $25,172. They discussed it with Ski Santa Fé who committed to continue the $5 lift token and they are evaluating a $15,000 cash contribution at this time.

Chair Barrone asked if the District had to lease buses for this and if there is a limited time period to purchase them.

Mr. Mortillaro said last year the District leased one bus for this route and the other two buses are owned buses. Our intent was to buy out the lease and budgeted for it for 2017 capital expenditure so we now own that bus outright. They are specially equipped 4-wheel with automatic chains.

Mr. Bingham said it will happen at the end of September.

Mr. Mortillaro added that 50% of the lease payments were applied to the purchase. We think that is fair.

Commissioner Chávez asked about the status of the bike racks and our ability to transport bodies with or without bikes.

Mr. Mortillaro said it has always been our overall policy that all vehicles be equipped with bike racks. There was a difference of opinion at the start whether we could transport bikes up to the forest. Through Senator Udall, we got approval to do that. We can carry up to 6 bikes and more inside if needed as described on page 203. The numbers have gone up during the summer with that ability. There have been no complaints from users. We surveyed them and offered to share it with USFS. We also put trail etiquette signs in those buses to make sure bikers are considerate of other users.

Ms. Granillo said we've had a great ridership thanks to having bikes included.

Commissioner Chávez said this is another example of how things can work. These special things only add that much more value to the RTD.

The motion passed by unanimous (10-0) roll call vote with Town of Edgewood, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, City of Española, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, and Town of Taos voting in favor and none voting against.

E. Discussion and Consideration of a License Agreement with Smith's Grocery Store for the RTD Taos Chile Line Bus Stop

Mr. Dwyer said we have the bus stop that did not have a valid license for the bus stop. This is a shelter and trash as well as bus stop. So it is more than a sign. At the time we took it over there was no agreement or license so we thought it would be good to clarify that we have a right to be there. Page 76 shows the old plat and on left side a small building which is where the shelter is located. It has not been amended. Page 77 shows how it is currently. Smiths was very helpful and granted a license because we haven't asked for a long-term easement. His preference would be to not have it property on the roadways. We will work that out later. Page 78 shows the image of the site.

Ms. McGuire added that it does show the building that existed prior and in looking at it, there are actually two stops and she clarified which one is the District's stop. That building was torn down and replaced with shelter, bench and trash receptacle.

Mr. Dwyer will work on getting the others to the Board for approval. They are minor because they are only a temporary use of the land. The owner could kick us out at any time without a license and we don't want that because we are doing ADA investments. We can't ask them to give us property. So the Board will see licenses and easements in the future for them.

Councilman Rivera moved to approve the License Agreement with Smith's Grocery Store for the RTD Taos Chile Line Bus Stop. Commissioner Chávez seconded the motion and it passed by unanimous (10-0) roll call vote with Town of Edgewood, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, City of Española, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, and Town of Taos voting in favor and none voting against.

F. Discussion and Consideration of a License Agreement with the City of Española for the Use of the Park and Ride Lot

Mr. Dwyer said this is very much like the previous one. The packet shows the park and ride lot in Española. This lot is owned by the City of Española and the license expired in December. The City of Española has a project with a building there to convert it into a market. We were aware of that but when the license was submitted to it the City wanted to revise it to provide for a 90-day notice to leave the lot.

Because that was decided at a City Council meeting, Mr. Mortillaro met with the Mayor and explained that NMDOT would really be affected by that. Basically, out of the meeting, they have no intention to act on the 90-day termination. Alternatives would be to relocate at Santa Clara property or to move it here. Park and Ride buses are already parked here. But the termination doesn't look imminent; it is likely to continue as is. The agreement is shown on pages 82 and 83 as a year-to-year agreement.

Councilor Salazar did not see the City making any changes to the agreement. It will be called the Food Hub and the Downtown Action Team is working to revitalize downtown. It means a lot to Española.

Councilor Salazar moved to approve the License Agreement with the City of Española for the Use of the Park and Ride Lot. Commissioner Chávez seconded the motion and it passed by unanimous (10-0) roll call vote with Town of Edgewood, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, City of Española, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, and Town of Taos voting in favor and none voting against.

G. Discussion and Consideration of a Bid Award for ADA Improvements Phase I

Mr. Mortillaro said this is our third time to get this project awarded. Hopefully all is ready.

Ms. McGuire explained the project. This is part of our ADA Transition Plan and the District was awarded money to do so. She explained the history of announcements and deadlines. Construction is anticipated to be done by the end of October. We got the award from NMDOT and looking for Board approval.

Mr. Mortillaro added that this is the one where we had to go back out for bid and had four proposals and a lower price.

Ms. McGuire said this item starts on page 87 with the bid tally shown on page 217. HR Construction is the low bid and we ask the Board to approve an award to them. The overall project award is for $120,984 not inclusive of GRT and $165,000 overall with the local share. We are awaiting approval from DOT, as

well. If there are questions, the representative with Wilson & Company is here and she would defer to him.

Mr. Bingham added that there were two lower bidders but they are not on the DOT list of approved companies. He explained that to them.

Mr. Mortillaro asked for two motions - one to execute the construction documents and the other on the overall budget as shown on page 86.

Ms. Valério asked if a match is required.

Ms. McGuire agreed. It is 14.5% and we are very happy with that low match.

Councilman Rivera moved to approve the first motion to authorize the Executive Director to execute the construction contract with HR Construction, Inc. not to exceed $120,984 not inclusive of GRT. Commissioner Chávez seconded the motion and it passed by unanimous (10-0) roll call vote with Town of Edgewood, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, City of Española, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, and Town of Taos voting in favor and none voting against.

Commissioner Chávez moved to approve the overall budget of $171,966.34 inclusive of GRT as presented. Councilman Rivera seconded the motion and it passed by unanimous (10-0) roll call vote with Town of Edgewood, Los Alamos County, Ohkay Owingeh, Pojoaque Pueblo, City of Española, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, and Town of Taos voting in favor and none voting against.

DISCUSSION ITEMS:

H. Financial Report for July 2016

Mr. Bingham presented the financial report which started at page 218. It is the first month of the fiscal year so there is not much to report. Page 220 shows that the fund balance is being used to cover this month's activity. As we start to collect revenues, that will balance out. There is no GRT revenue to report yet.

Going through audit with DOT this month, he tried to mirror how other organizations present to their boards. There are certain items that need to be covered. Overtime is a little over budget. Employee benefits also a little higher but that should resolve itself. Insurance is a one-year premium at beginning of year and W/C audit might result in slightly higher premium. Dues and fees also should even out over time.

Vehicle maintenance is not officially over budget. The expenditures for July are well within the budget.

Capital expense is one of our best years yet.

There were no questions on the Financial Report.

I. Finance Subcommittee Report

Mr. Mortillaro said the subcommittee met last week with a number of items on the agenda. There was a big discussion on the audit entrance conference. The auditors will be doing the field work here Monday and Tuesday and Finance Staff are getting that ready. Some of the actions today were also on their agenda.

Ms. Van Buren said each tribal entity will have to include their resources and hash that out at the Tribal Subcommittee. If not done correctly, it can jeopardize the District's service in the tribal communities.

Councilman Rivera asked what the due date is for that material.

Mr. Bingham said the District's drawdown is correlated on the single audit. Each tribe's finance department should be working on that now. He hoped it was clear to them about what is needed. He would talk about it more at the Tribal Subcommittee and suggested they contact him. It is tribal money and they can put it on their audit as grant funds. They are small amounts and nothing significant but it must be done to be in compliance.

J. Tribal Subcommittee Report

Mr. Mortillaro said the Tribal Subcommittee has not had a meeting. They are scheduled to meet at Pojoaque later and the audit will be on the agenda.

K. Executive Report and Comments from the Executive Director

1) Executive Report for August 2016

Mr. Mortillaro said the Executive Report is in the packet. The consolidation study has gotten underway and the consultants have asked for a huge number of documents and that is being provided. They also commenced interviews with stakeholders, at various locations with council members, key staff at Santa Fé Trails and RTD. They are still gathering information at this time.

Ms. McGuire said the ITS system has been outfitted in eight vehicles. It is the latest version with touch screen technology. They also installed the newest components that will be put in the new vehicles. It is a logic unit that allows much more data to be pulled such as people entering and leaving. That will be very useful. It will show when a wheelchair is on board. When we see every trip is at full capacity - it will help with plans in routes.

The system will have periodic changes and upgrades. The installation went very well. They have trained the drivers for using them. Feedback has been positive so far. Automatic vehicle announcements of all major stops are called out by the system. This allows drivers to focus on driving instead of being a tour

guide.

Mr. Mortillaro said the public meeting in Taos since acquiring that operation took place. At a future board meeting we will bring a summary of the results.

Ms. McGuire said they had about 20 people present at that meeting. Some town officials also came by for the meeting. She reported on a few comments that were made about routes and some might have adjustments made to enhance the experience for riders as a result of the feedback received.

Chair Barrone noted that the Taos Ski Valley is offering trips to the airport and weekend service also.

2) Performance Measures for July 2016

Ms. Granillo reported on performance measures, noting the factors of performance for the operations during the month of July and comparisons with Region Six average performance that are included in the packet. She pointed out that the District has not had a major accident since May 2016.

3) Ridership Report for July 2016

Ms. Granillo presented the ridership report for July 2016. She noted for one route a decrease of 57 riders which makes a big impact. One family made this difference with the mom dad and 5 kids who now have been able to afford a car. But they decided to also use the bus and not use their car all the time. The Santa Clara Route had a small decrease. Students at the Santa Fé Indian school use both the Santa Clara and Tesuque routes. Feedback from drivers said some people went on vacation in the summer. The biggest surprise was that the Chile Line went down quite a bit. It might be from construction and that some people don't ride the bus when it is hot. She expects ridership to go back up soon.

The Mountain Trail route had 124 riders in July so that service will continue. The La Cieneguilla route continues with 45 riders. A rider has agreed to share it with the community.

Councilman Rivera asked what influences people to use the RTD there and whether it is a personal preference.

Chair Barrone commented that when fuel prices go up, people see the value and tourists are starting to ride it to events in the community. They are anticipating more ridership.

Ms. Granillo added that it is a straight line from one end to the other for people. With lots of parking downtown, it is easy to hop on the bus.

Ms. Van Buren asked if there is a bus stop at the Indian School.

Ms. Granillo agreed. There is one at the Indian Hospital and a connection to the Rail Runner and then back to the pueblos.

MATTERS FROM THE BOARD

There were no matters from the Board.

MISCELLANEOUS

There were no miscellaneous matters.

ADJOURN

Upon motion by Councilor Ring and second by Ms. Valério, the meeting was adjourned at 10:48 a.m.

NEXT BOARD MEETING: December 9, 2016 at 9:00 a.m.

Approved by:

_____
Daniel R. Barrone, Chair

Attest:

_____
Dennis Tim Salazar, Secretary

Submitted by:

_____
Carl Boaz for Carl G. Boaz, Inc.

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date November 4, 2016

Agenda Item - D

Title: Discussion and Consideration of Resolution No. 2016-39 ADOPTING AMENDED PERSONNEL RULES

Prepared by: Anthony Mortillaro, Executive Director and Peter Dwyer, Attorney

Background: This Resolution adopts new Personnel Rules and supersedes resolution 2013-15 adopting the prior version of the North Central Regional Transit District Personnel Rules and Regulations.

Summary: The NCRTD last updated its "North Central Regional Transit District Personnel Rules and Regulations" on July 12, 2013 by Resolution 2013-15. In order to ensure that the District rules keep current with changing laws and provide the framework for a modern personnel system they need to be periodically reviewed and updated.

Current Rules: Current district rules are working as intended. The personnel functions of the District are functional and meet required standards for compliance with such external demands as the FTA Drug and Alcohol policy requirements. However, updates are needed to reorganize and update the rules.

Proposed Rules: Many of the changes shown in the redline are simply clarification of the existing rules and reorganization of the rules in to new sections. However, there are some substantive changes including:

1. Provisions regarding the work environment and non-discrimination, non-violence and harassment have been updated and consolidate with a uniform reporting requirement.
2. There is a new rule "Out of classification/temporary assignment pay" permitting temporary pay increases for employees who are placed in an "acting" position, but not necessarily performing all of the functions of the position. On April 28, 2016 the Executive Director provided the Board of Director's with a memo as required by the Personnel Rules and Regulations regarding a temporary modification of the rules to address this topic.

3. Rules on nepotism were revised to require affirmative disclosures by employees and prospective employees to ensure the District does not find itself in the untenable position of having supervisors that manage family members.
4. Revisions were made to ensure that the District's Drug and Alcohol policy clearly addresses prescription and over the counter drug use as suggested by the most recent compliance audit.
5. The rules on advertising and hiring for vacant positions have been updated to address accretion of employees from other transit systems.
6. Provision on performance evaluations were clarified to indicate that performance reviews are done annually.
7. The rules on retention pay have been extended so that seasonal employees can be induced to come back to work for the District annually.
8. Overtime, standby pay, and callout pay rules have been revised in light of changes to the Fair Labor Standards Act which are coming into effect in December of 2016.
9. Work week and schedule requirements have been revised to ensure that administrative workers are normally available to the public Monday through Friday between 8:00 A.M. and 5:00 P.M.
10. Clarification have been made to ensure the district optimizes its ability to obtain high productivity from "exempt" salaried employees while avoiding liability for overtime pay to "classified" employees.
11. Rules on eligibility for rehire and reemployment following separation from employment have been revised to ensure proper vetting of employees.
12. Holidays were updated to reflect previous changes which eliminated the personal holiday and established eleven annual paid holidays consistent with the current Collective Bargaining Agreement with represented employees.
13. Domestic Violence related leave has been added to the categories of authorized leave.
14. The section on Jury and Court leave were updated to ensure that District employees are compensate properly when they are required to attend Court either on behalf of the District or as required by the courts.
15. Sick Leave Incentive Transfer Program has been modified to allow for a "sell back" of sick leave on an annual basis as well as retaining the current transfer of sick leave to vacation leave.
16. Family and Medical Leave Act provisions were updated to expressly require fitness for duty certification as a pre-requisite for employees returning to work and to ensure designation letters and tracking of FMLA leave are implemented.
17. Sections on disciplinary proceedings and appeals have been reorganized to make the process more uniform.
18. Definitions have been consolidated into the final section of the Rules and have been amended to ensure uniform use of terminology.
19. Provisions have been added regarding accretion of new employees upon any merger with another transit entity. The provisions generally build upon the District's past experience

from having assumed operation of other transit providers. The core concept is that the District will make provision for existing employees of the acquired entity rather than advertising and filling the positions with external hires.

It is recommended that the Board discuss and review the policy and make recommendations on any needed changes. The staff may need to make some non-substantive alterations to the document following approval because of the large number of revisions and reformatting as shown on the redline edition.

Recommended Action: Approve the Resolution and adopt the amended Personnel Rules and authorized staff to make conforming (non-substantive) changes to the final version.

Options/Alternatives: Provide guidance on any further analysis, rule changes or other revisions to the current draft and request that the staff bring back an amended proposal for updates and changes to the Personnel Rules.

Fiscal Impact: The impacts of the new Sick Leave Sell Back option has less of a financial impact than the current option of Sick Leave Transfer. The reason for this is due to several factors. First, selling back the leave at today's hourly rate is likely to be less that the employee's future hourly rate. Second the sell back cash value is on a sliding scale and not all employees will be able to sell back at 100 percent of the hourly value. Third, the program is designed to minimize sick leave usage which should lead to better productivity within the organization. Since this change solely adds an option as to how and when the employee uses their sick leave option there is no new liability beyond the current district liability for the payment of sick leave.

Additional leave categories such as Domestic Abuse Leave and the changes in FLSA standards are not easily quantified but will have a fiscal impact on the District. The staff is prepared to address these issues at the meeting. In general terms the District may anticipate increased overtime costs from the changes. However, it should be acknowledged that the changes that cause the fiscal impacts are largely mandated by law.

Attachments:

- Old Rules adopted by 2013-15 with proposed rules in redline format.

North Central Regional Transit District (NCRTD)

Resolution No. 2016-39

ADOPTING AMENDED PERSONNEL RULES

WHEREAS, the Board of Directors adopted its existing North Central Regional Transit District Personnel Rules and Regulations on July 12, 2013 by Resolution No. 2013-15; and

WHEREAS, the Board wishes to periodically review and update its Personnel Rules in order to ensure that the District is operated pursuant to a modern personnel system that is efficient, fair, impartial and complies with all laws; and

WHEREAS, the Board recognizes that changes to federal laws such as proposed changes to the Fair Labor Standards Act require action by the Board.

NOW THEREFORE BE IT RESOLVED THAT THE ATTACHED PERSONNEL RULES ARE APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 4TH DAY OF NOVEMBER, 2016

_____

Daniel Barrone, Chair

Approved as to form:

_____

Peter Dwyer, Counsel

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
PERSONNEL RULES AND REGULATIONS

Adopted by Resolution No. 201~~3~~6-~~15~~ ~~on August 2, 2013~~ amending prior Personnel Rules and Regulations adopted by Resolution No. 2012-16 and 2013-15.

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DEFINITIONS 8768

RULE 1 – GENERAL PROVISIONS AND PURPOSE

1.1 ~~1.1~~ Authority

The North Central Regional Transit District (hereinafter the "NCRTD" or the "District" has the responsibility and authority to enact these Personnel Rules and Procedures pursuant to NMSA 1978, Section 73-25-5.

1.2 Prior Rules.

The District Personnel Rules and Regulations (hereinafter the "Rules") in effect prior to the date of adoption of these amended Personnel Rules and Regulations, and all amendments thereto are hereby superseded. These policies also supersede all previous written and unwritten guidelines and past personnel practices of the District and also supersede any current department or division policy or procedure inconsistent with those set forth herein. Separate department or division policies that are more restrictive due to the operational needs of the department or division shall remain in effect, subject to the approval of the Executive Director.

1.3~~2~~ Compliance.

All persons operating under the provisions of these Rules shall conform to, comply with, and aid in all proper ways in carrying out the provisions of these Rules.

1.4~~3~~ Purpose.

These Rules are prescribed for the purpose of providing a modern personnel system, thereby promoting efficiency in the conduct of public business and assuring fair and impartial treatment to all applicants for employment and to all employed by the District.

1.5~~4~~ Management Authority.

A. The ~~North Central Regional Transit~~ District is created pursuant to state statute by way of an intergovernmental contract between its member entities who appoint representatives to the Board of Directors (hereinafter the "Board") for the District. ~~governed by a Board made up of Directors appointed by their respective governing bodies.~~ The Board determines and enacts District personnel policy. The Board does not make personnel decisions other than the selection of the Executive Director.

B. The Executive Director serves as the chief executive officer of the North Central Regional Transit District ("District") and is responsible for the administration of the entire District including any divisions or departments which may be created. The Executive Director executes the policies and directives enacted by the Board and supervises the expenditure of appropriated funds. Authority is delegated to the Executive Director for the administration of the District's ~~Personnel~~ Rules ~~and Regulations~~. The Executive Director may issue interpretive memoranda as may be necessary to interpret and enforce the provisions of the Rules ~~and Regulations~~. No contracts of or offers of employment may be made without the consent and signature of the Executive Director.

C. The District ~~exclusively~~ retains all customary, usual and exclusive rights, functions, prerogatives and authority connected with or incident to its responsibility to manage the

affairs of the District. The exclusive prerogatives, functions and rights of the District include but shall not be limited to the following:

1. Determine the mission, budget, organization and number of employees allocated by position to meet the minimum staffing levels of its operations and departments; ~~1.~~
2. Determine qualifications for employment; validate content of examinations; make requests for position audits and reclassifications; and ensure that best practices exist for the recruitment, interviewing and selection of applicants;
3. Direct employees and evaluate their performance based on standards of work established by the Employer;
4. Make assignments, transfer, or retain employees in positions, and make determination of job duties;
5. Provide reasonable rules and regulations governing the conduct of employees;
6. Provide reasonable standards and rules for employees' safety;
7. Determine the location and operation of its facilities;
8. Determine standards for work, hiring, promotion, transfer, assignment and retention of employees in positions;
9. Initiate corrective and/or disciplinary action including, but not limited to, coaching and guidance, written reprimands, suspensions, demotions, alternate forms of discipline, transfers and terminations;
10. Determine scheduling and all other actions necessary to carry out the Employer's functions;
11. Relieve an employee from his/her duties because of lack of funds, reduction in force, inability to return to work, or other legitimate reason; (note not in CBA)
12. Maintain efficiency of government operations; determine methods, means, equipment and personnel by which the Employer's operations are to be conducted;
13. In cases of an emergency or declared disaster, take such actions as may be necessary to carry out the missions of the Employer even if it requires some variation from the strict application of these ~~Personnel~~ Rules ~~and Regulations~~ or any collective bargaining agreement; and
14. Act in furtherance of all other duties and responsibilities set forth in the Constitution, federal laws, state statutes, administrative regulations, and executive orders of the President ~~or~~and Governor, as well as North Central Regional Transit District Resolutions, and ~~Personnel~~ these Rules. ~~and Regulations.~~

This list is not an all-inclusive list of all of the District's rights, functions, prerogatives or authority, but only serves a general guide. The District expressly reserves, and the District retains all

customary, usual and exclusive rights as set out in in this paragraph of ~~this Personnel~~these Rules ~~and Regulations~~, unless expressly set forth to the contrary in any agreement.

1.~~5~~6 Coverage.

These ~~Personnel~~ Rules ~~and Regulations~~ cover all District employees except the Executive Director to the extent that his contract of employment varies from these Rules ~~and Regulations~~.[1] Notwithstanding the general application of these Rules ~~and Regulations~~ to all employees the District can and shall, within the prescribed limits of the law, provide different standards for performance, review, and disciplinary action based upon the duly adopted Classification and Compensation policies of the District. These Rules ~~and Regulations~~ do not apply to independent contractors who are not covered by the District Classification and Compensation policies.

Furthermore, it is recognized that the District has certain employees that are covered by a Collective Bargaining Agreement. The specifics of the ~~r~~Rules ~~and regulations~~ herein have not been the subject of collective bargaining. The Collective Bargaining Agreement recognizes the District's right to establish and maintain such ~~r~~Rules ~~and regulations~~. The ~~r~~Rules ~~and regulations~~ contained herein shall apply to bargaining unit employees so long as and to the extent that they do not conflict with the terms of any Collective Bargaining Agreement.

1.~~6~~7 Merit Principles.

The District adopts the following merit principles as standards for implementation of these Rules:

A. Recruiting, selecting, and advancing employees will be on the basis of their ability, knowledge, and skill, including open consideration of qualified candidates for initial employment.

B. Equitable and adequate compensation will be provided.

C. Employees will be trained as needed to assure high-quality performance.

D. Employees will be retained on the basis of the adequacy of their performance and provisions will be made for correcting inadequate performance and separating employees from employment if inadequate performance cannot be corrected.

E. Candidates and employees will be treated fairly in all aspects of personnel administration without regard to race, color, religion, disability, national origin, ancestry, sex, sexual orientation, age, political affiliation, veteran status, or other non-merit factors, and with proper regard for their primary and constitutional rights as citizens will be assured.

F. Merit principles may be administered by way of performance and development plans.

~~**E.**~~**G.**

1.8 Nepotism Prohibited.

A. Persons shall not be employed by the District in a position where they would supervise or be directly supervised by any person related to them by blood or marriage to the third degree, or

[1] The Executive Director is covered by an employment agreement and is an at-will employee.

where they would supervise or be directly supervised by a domestic partner. It is incumbent upon all employees and candidates to inform the District of any relation or relationship which could limit or effect the employee or candidate's hiring, promotion, transfer or management of other District employees under this nepotism policy. Failure to report a relation or relationship that results in a violation of this nepotism policy is grounds for disciplinary action up to, and including termination.

B. The following persons are relatives within the third degree:

Employee's spouse or domestic partner,
child
brother
sister
grandparent
grandchild
great-grandparent
great-grandchild
aunt (sister of parent)
uncle (brother of parent)
nephew (son of brother or sister)
niece (daughter of brother or sister)

if the employee is married, or has a domestic partner, relatives of such spouse or domestic partner, as listed above, are included in this prohibition.

C. The Executive Director, and all Supervisors may neither immediately supervise nor directly hire relatives as defined above.

D. The District shall refrain from hiring, transferring, and promoting employees where such action would violate the terms of this nepotism policy. If the District was not aware of a situation that would constitute a violation of the terms of this nepotism policy and becomes aware of the situation after the fact, the District shall take any steps necessary, up to and including transfers, demotions and termination of employees, in order to ensure that this prohibition on nepotism is upheld.

1.~~7~~9 Equal Employment Opportunity and Sexual Harassment-Discrimination and Harassment Prohibited.

A. The District is an "equal opportunity employer." The following acts of discrimination on the part of any person (employee) are expressly prohibited, and if such discriminatory acts occur, the person responsible for the act(s) is subject to dismissal or suspension from District employment or other appropriate disciplinary action. No District employee shall:

1. Unless based on a bona fide occupational qualification, refuse to hire, discharge, promote or demote or to discriminate in matters of compensation against any person otherwise qualified, because of the person's inclusion in a Protected Class.~~of race, color, religion, disability, national origin, ancestry, sex, sexual orientation, age, political affiliation, or veteran status~~;

2. Deny equal treatment or otherwise favor any employee on the basis of the person's inclusion in a Protected Class. ~~of race, color, religion, disability, national origin, ancestry, sex, sexual orientation, age, political affiliation, or veteran status~~;

3. Print or circulate or cause to be printed or circulated any statement, advertisement or publication or to use any form of application for employment or membership to make any inquiry regarding prospective membership or employment which expresses, directly or indirectly, any limitation, specification or discrimination as to a Protected Class. ~~race, color, religion, disability, national origin, ancestry, sex, sexual orientation, age, political affiliation, veteran status, unless based on a bona fide occupational qualification~~;

4. Discriminate, intimidate, or retaliate against any person because he/she has filed a complaint, testified or participated in any proceedings under this section;

5. Aid, abet, incite, compel or coerce the doing of any of the acts forbidden under this section; or attempt to do so;

6. Attempt to favor or deny treatment to any employee or prospective employee or attempt to cause any person to violate the terms of these Rules ~~and Regulations~~ on the basis of the person's inclusion in a Protected Class. ~~race, color, religion, national origin, disability, ancestry, sex, sexual orientation, age, political affiliation, veteran status;~~

~~**B.**~~**A.** ~~Sexual Harassment in the workplace is unlawful. The Equal Employment Opportunity Commission (EEOC) defines Sexual Harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:~~

~~1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;~~

~~2.~~1. ~~Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or~~

~~3.~~1. ~~The conduct is unwelcome, unwanted, or offensive and has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.~~

~~C.~~**B.** Sexual Harassment is prohibited and unacceptable in the NCRTD workplace and at any work related events. Sexual Harassment may occur between persons of the same gender, by a female against a male or by a male against a female. Some examples of conduct which may constitute sexual harassment are:

1. Sexual advances, requests for sexual favors, repeated unwelcome requests for dates;

2. Sexually oriented comments, jokes, teasing, language or gestures;

3. Display of sexually related material such as calendars, posters, and inappropriate electronic wallpaper;

4. Staring or leering, in a suggestive manner;

5. Viewing of inappropriate text messaging or e-mails which contain sexually suggestive or demeaning comments, jokes, graphics or pictures ("sexting");

6. Viewing of inappropriate text messaging or e-mails which contain sexually suggestive or demeaning comments, jokes, graphics or pictures ("sexting");

7. Inappropriate touching, pinching, patting, grabbing, or brushing against a person;

8. Promising a promotion or job benefit if the employee will consent to sexual relations;

9. Taking adverse action against an employee who does not consent to sexual relations.

~~D.~~C. Harassment on the basis of any protected class is also prohibited and unacceptable in the NCRTD workplace. This policy also covers harassment on the basis of race, color, sex (gender), religion, national origin, ancestry, pregnancy, physical or mental disability, genetic history, sexual orientation. Harassing conduct may include derogatory comments, racial epithets, ethnic slurs, negative stereotyping and any type of conduct which shows hostility towards an employee because of his/her protected class.

~~E.~~A. ~~All employees and managers are expected to comply with the NCRTD Anti-Harassment Policy. If a supervisor or manager becomes aware that harassment or discrimination is occurring in the workplace, it is the responsibility of the supervisor or manager to take immediate action to stop the unlawful conduct and report it to the NCRTD Executive Director.~~

~~F. Reporting a Complaint.~~

~~1. If you believe you are the victim of harassment, sexual harassment, or discrimination; or if you have witnessed such conduct, you should immediately report it to an NCRTD Supervisor or Manager. You have the option to report your complaint to your immediate Supervisor, an NCRTD Manager, the NCRTD Human Resources Specialist, or the Executive Director. Please complete the NCRTD Harassment/Discrimination Complaint Form which will be provided to you.~~

~~2. NCRTD will make reasonable efforts to maintain the confidentiality of your complaint to the extent that it is possible. NCRTD encourages the prompt reporting of your concerns in order to take appropriate corrective action before the harassment, discrimination, or retaliation becomes severe or pervasive.~~

~~3. All complaints of harassment, discrimination and retaliation will be promptly investigated. All employees are expected to be honest and cooperative during the investigation. Appropriate disciplinary measures, including the possibility of termination, will be taken against the offending employee if it is determined that he/she violated the NCRTD Anti-Harassment Policy.~~

~~C.~~D. Retaliation is Unlawful

NCRTD prohibits retaliation against an employee who reports or complains of harassment or discrimination or who participates as a witness in an EEO investigation. Non-managerial employees and Managerial employees who are proven to have engaged in retaliation against a complainant or witness will be subject to disciplinary action including the possibility of termination.

1.~~8~~10 Workplace Violence.

The District is committed to ensuring a safe working environment for all employees. Both management and non-management employees have a responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, ~~each~~ all employees are responsible for ~~will~~ reporting all acts of violence or behavior, which could potentially lead to violence.

A. Any employee who is found to have committed workplace violence will be subject to corrective action and may be directed to stay away from District premises. Violators may also be subject to civil and criminal prosecution.

B. Additionally, where an employee is convicted of a crime of violence or threat of violence under any criminal code provision for non-workplace conduct, the District reserves the right to determine whether the conduct involved may adversely affect the legitimate business interests of the District, and as a result may implement corrective action. Any employee convicted of such a crime must report the conviction to the District absent a court order to the contrary. Failure to do so is a violation of this policy and subjects the employee to corrective action.

C.

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated and are deemed a violation of these Rules. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination. Non-employees engaged in violent acts on the District's premises and property will be reported to the proper authorities. Possession of weapons (not assigned as a tool of a job assignment) on any District premises and property, including vehicles, parking facilities and District sponsored events constitute a threat of violence. The threat of violence may include, but is not limited to, any indication of intent to harm a person or damage District property. Threats may be direct or indirect and they may be verbal or nonverbal.

D.

~~**A.**~~

~~**B.**~~ The District reserves the right to conduct reasonable workplace inspections at any time, with or without notice, for purposes of enforcing this policy, including searching:

1. Outer clothing, packages, handbags, briefcases, lunch bags, boxes, and/or other containers being taken in or out of the District's buildings, or to or from the District's premises;

2. Vehicles parked on District property (owned, leased or occupied), or District-owned vehicles;

3. All workstations, computer files, book shelves, lockers, desks, credenzas, file cabinets, store rooms and other areas.

Any refusal to permit an inspection or interference with inspections ~~upon request~~ may result in corrective action. The discovery of any violation of any other District policy as a result of such search may also result in corrective action. Any illegal activity discovered during an inspection is subject to referral to the appropriate law enforcement authorities.

E.

~~C.~~ The District does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. The following list of behaviors, while not exclusive, provides examples of conduct that is prohibited:

1. Threatening physical or aggressive contact directed toward another individual or engaging in behavior that causes reasonable fear of such contact.

2. Threatening an individual or the individual's family, friends, associates, or property with physical harm or behavior that causes a reasonable fear of such harm.

3. Intentional destruction or threat of destruction of the District's or another's property.

4. Harassing or threatening physical, verbal, written or electronic communications, including unnecessary and rude behavior intended to be offensive (bullying), verbal statements, phone calls, e-mails, letters, faxes, website materials, diagrams or drawings, gestures, and any other form of communication that causes a reasonable fear or intimidation response in others.

5. Stalking. ~~Stalking is defined as a pattern of conduct over a period of time, however short, which evidences a continuity of purpose and includes physical presence, telephone calls, e-mails and any other type or correspondence sent by any means.~~

6. Veiled threats of physical harm or intimidation or like statements, in any form, that lead to a reasonable fear of harm or an intimidation response in others.

7. Communicating an endorsement of the inappropriate use of weapons of any kind.

~~7.~~8.

9. Possessing weapons of any type on one's person during regular work hours, or at any time on District property.

~~8.~~1. ~~Weapons include, but are not limited to:~~

~~1.~~

~~a.~~1. ~~any firearm, loaded or unloaded, assembled or disassembled, including pellet, "BB" and stun guns, unless the possession of such firearm is licensed, authorized or permitted pursuant to state and/or federal law and expressly permitted by the District;~~

~~1.~~

~~**b.**1.knives longer than 2.36 inches (and similar instruments) other than those present in the workplace for approved work purposes or for the specific purpose of food preparation and service;~~

~~1.~~

~~**c.**1. brass knuckles, metal knuckles, and similar weapons;~~

~~1.~~

~~**d.**1.bows, cross-bows and arrows;~~

~~1.~~

~~**e.**1. explosives and explosive devices, including fireworks, ammunition, and/or incendiary devices;~~

~~1.~~

~~**f.**1. throwing stars, nun-chucks, clubs, saps, and any other item commonly used as, or primarily intended for use as a weapon;~~

~~1.~~

~~**g.**1. self-defense chemical sprays (mace, pepper spray) in canisters or containers larger than two ounces; and~~

~~1.~~

~~**h.**1.any object that has been modified to serve as, or has been employed as, a dangerous weapon.~~

~~1.~~

~~Domestic Violence. Domestic violence is defined as a pattern of coercive tactics carried out by an abuser against an intimate partner (the victim) with the goal of establishing and maintaining power and control over the victim. These coercive tactics can be physical, psychological, sexual, economic and/or emotional.~~

F. The District prohibits acts of Domestic Violence to the maximum extent permitted by law. Where ~~the abuser's tactics include any of the above described conduct~~ any acts of Domestic Violence occur on District premises or property, this policy applies. Where ~~such tactics include any of the above described behaviors~~any acts of Domestic Violence occur off District premises or property,~~,~~ this policy applies ~~where~~ if the abuser is someone acting as an employee or representative of the District at the time, where the victim is an employee who is exposed to the conduct because of work for the District, or where there is a reasonable basis for believing that violence may occur against the victim or others in the workplace.

G. The District will ~~maintain a strict policy~~ take appropriate action for acts of violence and threats of violence. Such incidents will lead to disciplinary action up to and including termination. While the District does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform the Human Resources Office or their Supervisor if any employee exhibits behavior that could be a sign of potentially dangerous situations. Such behavior includes:

1. Discussing weapons or bringing them to the workplace;
2. Displaying overt signs of extreme stress, resentment, hostility, or anger;
3. Making threatening remarks;
4. Sudden or significant deterioration of performance;
5. Displaying irrational or inappropriate behavior.

~~**D.** The term "intimate partner" includes people who are legally married to each other, people who were once legally married to each other, people who have had a child together, people who live together or who have lives together, and people who have or had a dating or sexual relationship, including same sex couples.~~

~~**1.9 No Violence Policy.**~~

~~**A.** Any employee who is found to have committed workplace violence will be subject to corrective action and may be directed to stay away from District premises. Violators may also be subject to civil and criminal prosecution.~~

~~**B.**~~**A.** ~~Additionally, where an employee is convicted of a crime of violence or threat of violence under any criminal code provision for non-workplace conduct, the District reserves the right to determine whether the conduct involved may adversely affect the legitimate business interests of the District, and as a result may implement corrective action. Any employee convicted of such a crime must report the conviction to the District absent a court order to the contrary. Failure to do so is a violation of this policy and subjects the employee to corrective action.~~

~~**1.10 Risk Reduction Methods.**~~

~~The District will maintain a strict policy for acts of violence and threats of violence. Such incidents will lead to disciplinary action up to and including termination. While the District does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform the Human Resources Office or their Supervisor if any employee exhibits behavior that could be a sign of potentially dangerous situations. Such behavior includes:~~

~~1. Discussing weapons or bringing them to the workplace;~~
~~2.1.~~ ~~Displaying overt signs of extreme stress, resentment, hostility, or anger;~~
~~3.1.~~ ~~Making threatening remarks;~~
~~4.1.~~ ~~Sudden or significant deterioration of performance;~~
~~5.1.~~ ~~Displaying irrational or inappropriate behavior.~~

1.11~~1.11~~ ~~Reporting~~ Procedures.

All employees and managers are expected to comply with the NCRTD~~-~~ Rules regarding discrimination, harassment, sexual harassment and violence. ~~Anti-Harassment Policy~~. If a supervisor or manager becomes aware that ~~harassment or discrimination~~prohibited acts are ~~is~~ occurring in the workplace, it is the responsibility of the supervisor or manager to take immediate action to stop the violation of these Rules ~~unlawful conduct~~ and report it to the NCRTD Executive Director. If appropriate in the judgment of the employee and supervisors involved, call 9-1-1. Under this policy, decisions may have to be made quickly to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. Nothing in this policy is intended to prevent quick action to stop or reduce the risk of harm to anyone, including requesting immediate assistance from law enforcement or emergency response resources.

A. If any person believes they are the victim of harassment, sexual harassment, or discrimination; or if they have witnessed such conduct, they should immediately report it to an NCRTD Supervisor or Manager. Employees have the option to report their complaint to their immediate Supervisor, an NCRTD Manager, the NCRTD Human Resources Director, or the Executive Director. Appropriate forms will be provided to employees reporting prohibited acts. If a report form has not been completed by the employee, the supervisor shall complete a report form and forward the report to the Human Resources Office.

B. NCRTD will make reasonable efforts to maintain the confidentiality of complaints to the extent that it is possible. NCRTD encourages the prompt reporting of concerns in order to take appropriate corrective action before the harassment, discrimination, or retaliation becomes severe or pervasive.

C. ~~C.~~ .All complaints of harassment, discrimination and retaliation will be promptly investigated. All employees are expected to be honest and cooperative during the investigation. Appropriate disciplinary measures, including the possibility of termination, will be taken against the offending employee if it is determined that he/she violated the NCRTD Anti-Harassment Policy.

~~**A.** Reporting Violations. Employees shall report any potentially dangerous situation which does or could violate this policy against violence in the workplace to a supervisor, or the Human Resources Office. Confidentiality will be maintained to the extent possible. All reports will be investigated and appropriate action will be taken.~~

~~**B.** Reporting Procedure. An employee who believes that a threat or act of violence has been made against that employee or others should:~~

1. ~~Report the details immediately to the employee's supervisor, department director or Human Resources Office. Employees are encouraged to complete and Incident Report Form and return it to the supervisor or to the Human Resources Office as soon as possible. If an Incident Report form has not been completed by the employee, the supervisor shall complete the Incident Report form and forward the report to the Human Resources Office.~~
2. ~~If appropriate in the judgment of the employee and supervisors involved, call 9-1-1. Under this policy, decisions may have to be made quickly to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. Nothing in this policy is intended to prevent quick action to stop or reduce the risk of harm to anyone, including requesting immediate assistance from law enforcement or emergency response resources.~~

D.

~~**C.**~~ Failure to report any threats or acts of violence in violation of this policy is itself a violation of this policy, and may subject any employees involved to corrective action. This includes reports by supervisory personnel who may be privy to threats that have been made by another employee.

~~**D.**~~E. Retaliation against anyone for reporting in good faith an actual or suspected violation of these Rulse ~~is policy in good faith~~ will not be tolerated and will subject the individual engaging in the retaliation to corrective action. Any complaints about retaliation may be reported in the same manner as violations of ~~this policy~~ of these Rules are to be reported.

~~**E.**~~F. Investigation. All reported incidents of violence and threats of violence will be investigated ~~as~~ appropriately. The District will decide whether its workplace violence policy has been violated and whether preventive or corrective action is appropriate. The District may consult with law enforcement authorities or other resources as it deems appropriate, and may require a fitness for duty examination or other professional assessment through providers chosen by the District to determine whether a ~~perpetrator~~ person presents a threat to individuals in the workplace. If a violation of this policy occurs, the District will take appropriate preventive and corrective action.

~~F.~~G. False Reporting. In the event that it is determined through an investigation that any employee falsely accused another employee of a ~~threat of violence~~ violation of these Rules, the accuser will be investigated and may be subject to corrective action.

1.13~~2~~ American with Disabilities Act.

A. The District will not discriminate against qualified individuals with disabilities in regard to the application procedures, hiring, advancement, discharge, compensation, training, or other terms and conditions of employment.

B. The District will provide reasonable accommodation to qualified individuals with a disability so that they can perform the essential functions of the job.

C. An individual who can be reasonably accommodated for a job, without undue hardship, will be given the same consideration for a position as any other applicant.

1.13~~3~~4 Immigration Reform and Control Act, 1986.

~~The U.S. Department of Homeland Security,~~ Immigration Control and Reform Act of 1986, requires that all newly hired, or re-hired, employees present documented proof of identity and eligibility to work in the U.S. The District and its new employees shall ~~Employees will be required to~~ complete the Employment Eligibility Verification form, I-9 within three days of hire and the District shall verify employee eligibility for employment by obtaining copies of appropriate identification information or use of "E-Verify.".~~.~~

1.15~~4~~ Drug and Alcohol Free Workplace and Related Policies.

The District is committed to maintaining a drug and alcohol free workplace. Any questions employees may have about this policy, its administration, or assistance in complying with the policy including any employee assistance programs, shall be directed to the Human Resources Director.

A. ~~As mandated by Federal law, i~~It is the District's policy that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including alcohol, in or on any District owned property is prohibited.

B. All employees who hold a commercial driver's license and are required to operate vehicles for the District as part of their employment are subject to the U.S. Department of Transportation substance abuse testing procedures as outlined in the Districts Drug and Alcohol policies including but not limited to the testing programs.

C. The District recognizes that employees are a valuable resource and wants to assist any employee who voluntarily comes forward and requests assistance with chemical dependency provided that the employee:

1. has not received notification to report for drug/alcohol testing in the six~~-~~week period prior to his request for assistance,

2. has not been identified as a violator nor is under investigation for a violation of the District's Drug and Alcohol policy, and

3. has agreed to utilize the services available through the District's Health Insurance carrier.

D. ~~Administrative~~ Specific policies ~~y~~ may be developed further defining the terms used in this Rule as well as procedures for implementation of~~-~~ specific District policies on drugs and alcohol and Federal laws. All policies implementing or amending these Rules regarding the District Drug and Alcohol policy shall be adopted by the District's Board and provided to all employees following adoption.

E. Employees found in violation of this Rule are subject to disciplinary action up to and including dismissal.

F. Employees who are not subject to U.S. Department of Transportation substance abuse testing ~~will~~may still be subject to the District's Drug and Alcohol policies. Employees are responsible for periodically reviewing the Districts Drug and Alcohol policies when they are revised and distributed. ~~for safety sensitive positions with the exception of those requirements related to random drug testing.~~

1.16 Drug and Alcohol Policies.

The District Drug and Alcohol policy is separately adopted and may be revised from time to time but shall be deemed a part of these Rules and Regulations and is hereby integrated by reference. The District expressly prohibits all operation of vehicles when impaired by drugs regardless of whether the drug is a properly prescribed prescription drug or over-the-counter medication. It is incumbent upon every employee to provide their doctors and pharmacists with sufficient information about the nature of their employment and job duties to make informed decisions about proper medication use while performing District functions. ~~F.~~

1.17~~5~~ Employee Responsibilities.

A. It is the duty and responsibility of every employee to be aware of and abide by these Rules along with any additional ~~existing work~~ rules and regulations which may from time to time be promulgated and updated by the District. The District shall provide copies of any new or modified rules, regulations and policies regulating the conduct of employees and their work.

B. It is the responsibility of the employee to perform his/her duties to the best of his/her ability and to the standards set forth in his/her job description or as otherwise established for the type of work performed.

C. Employees are required to work at the times, places and in the manner prescribed for their particular work functions by District Supervisors and to arrive and depart from work in timely fashion to ensure the efficient and timely operation of the District's business. ~~be at their work stations in accordance with the established working hours for their respective work units.~~ Supervisors are responsible for maintaining attendance and tardiness records on their employees.

D. ~~Customer Service~~ Standards for Dress and Appearance: The District is a professional organization. All employees must ~~will~~ present a professional appearance by wearing attire appropriate for their job classification in order to promote a positive image~~-~~ of the District and its employees and operations~~to its customers~~. The general public, other agencies and co-workers ~~frequently~~ may form~~s~~ their ~~its~~ initial impression of the District's professional credibility solely on employee appearance. Therefore, it is the responsibility of each employee to ensure that the

District's image, appearance and professionalism is preserved through appropriate dress and appearance. ~~The appropriateness of attire as seen by the general public has a bearing on how other agencies and departments view employee professionalism and ultimately working relationships.~~ This policy is intended to provide general standards on dress and appearance and is not meant to address all situations. There may be differences in some ~~divisions~~ dress standards depending on the nature of the work environment, nature of the work performed, involvement with the public, required uniforms or other circumstances. In General employees shall abide by the following standards: ~~as defined by the supervisor.~~

1. All clothing and accessories should be functional, in good repair, and safe.

2. Employees not required to wear uniforms should wear clothing that is neat and clean, and suitable for business.

3. Employees required to wear uniforms should wear uniforms that are clean, fresh, and mended if necessary. Uniforms bearing a District identification patch may not be worn, unless on duty.

4. Personal hygiene is essential. Therefore it is necessary that all employees maintain a clean, presentable appearance. Personal hygiene includes bathing/shower, and such other steps as are reasonably necessary to ensure that employees do not offend customers or coworkers due to lack of hygiene.

E. Upon separation from the District, any and all District issued equipment~~,~~ and property including but not limited to uniforms, identification patches, ~~and~~ keys, records, identification cards, passwords, electronic files, and all other information or property of the District must be returned to the District.

F. Employees are required to notify their department manager or the Manager's Designee, their supervisor, and Human Resources Office if they have a change of residence or telephone number within ten (10) business days. Employees are required to notify the Human Resources Office if they have a change in domestic partnership, marital status (marriage, divorce, widowed) or change in number of dependents within fifteen (15) calendar days. New dependents not enrolled in the employee insurance benefits within fifteen (15) calendar days may be enrolled during the next open enrollment period or as otherwise permitted by law.

1.18 ~~4.25~~ Employee Performance and Development Plan.

A. The performance of each employee will be appraised by the immediate ~~s~~Supervisor at the completion of the probationary period and annually thereafter with an optional interim appraisal done at the sixth month.

B. This appraisal will be documented on a form approved by the Executive Director and will become a part of the employee's personnel file.

C. Supervisors may prepare performance development plans whenever it is deemed appropriate, such as when a ~~s~~Supervisor wishes to make an employee's performance a matter of record and upon change of ~~s~~Supervisors.

D. The Executive Director will provide a training program in the proper method of appraisal for supervisory employees.

E. Employees are required to acknowledge in writing, receipt of performance and development plans. In instances where an employee declines to sign such acknowledgment, the Supervisor will verify in writing that the employee received the performance and development plan. Employees may submit rebuttal statements to performance and development plans which will be attached to the performance and development plan. Management may consider the rebuttal and may elect to change the performance and development plan based upon the rebuttal. But, nothing in the rebuttal shall serve to abridge management's right to prepare, submit, evaluate, update and potentially take disciplinary action or require training based on the performance and development plan nor shall management be compelled to change its performance and development plan by the submission of a rebuttal.

1.197.1Training.

A. The primary responsibility for training employees shall be assumed by District management. District management will utilize performance and development plans as an indicator of an employee's need for training. Supervisors should consult with employees during the preparation of their performance and development plans regarding their training needs. Training shall be provided as needed but the District may prioritize training for employees who have a demonstrated long term commitment to employment with the District.

4.2 Training Needs.

B. The Executive Director shall require Supervisors to determine the training needs of employees and in determining their training needs and in devising and establish and implement ing programs to meet such needs. Priority shall be given to training that is required by law, training that effects safety, and training that will provide long-term benefits to the District.

F.

1.2016 Temporary Modifications to the Rules.

The Executive Director may temporarily modify or waive any of these Rules if it would be reasonable, appropriate, lawful, and necessary for the orderly and efficient administration of the District. The Executive Director shall promptly notify the Board of any temporary modifications made pursuant to this section and shall not modify the rules at a time or in a manner that would be unfair or inequitable to District employees. Nothing herein shall be deemed to prohibit temporary pay increases when duly authorized by the Executive Director for employees who are required by the District to perform functions beyond those of their current classification such as interim or acting supervisory duties.

1.1217 Permitted Political Activity.

All employees are permitted to engage in political activities but shall not do so while engaged in NCRTD business, nor upon the vehicles, premises, or any other facilities of the NCRTD, nor in a manner does that creates the appearance of NCRTD involvement in political activity. Employees of the NCRTD:

A. are encouraged to register and vote and have a right to express their opinions on all political subjects and candidates on their own time or on authorized leave;

B. may serve as convention delegates on their own time or on authorized leave;

C. may attend political rallies on their own time or on authorized leave;

D. may engage in political activity on their own time or on authorized leave to include signing nomination petitions and making voluntary contributions to political organizations;

E. may serve as an election official on their own time or on authorized leave;

F. may be a member of a local educational board or any other non-partisan elected office, (which shall not be construed to be ~~either~~ holding political office), provided the employee is on their own time or authorized leave as necessary;

~~E.~~**G.** may engage in any political activities permitted under the constitutions and laws of the United States and the State of New Mexico.

1.22~~18~~ Prohibited Political Activity.

All employees are prohibited from:

A. Using official District property, letterhead, authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office, or for any other political purpose;

B. Using official District property, letterhead, authority or influence for coercing, attempting to coerce, commanding or advising an employee to pay, lend or contribute anything of value to a party, committee, organization, agency or person for a political purpose;

C. Threatening to deny promotion to any employee who does not vote for certain candidates, requiring employees to contribute a percentage of their pay to a political fund, influencing subordinate employees to buy tickets to political fund-raising events, advising employees to take part in political activity and matters of a similar nature;

D. Engaging in political activity while on duty, including but not limited to the following:

i. Wearing campaign buttons or displaying campaign literature in public view for any federal, state or local election;

ii. Displaying political advertisements on District-owned vehicles;~~.~~

iii. Using any District equipment, supplies, or property for political campaign purposes for any federal, state or local election;

~~iii.~~

iv. Circulating partisan political nominating petitions;

v. Soliciting political contributions or participating in partisan fund raising activities;

vi. ~~—~~Introducing or meeting with political candidates for the purpose of soliciting support for their ~~—~~campaign.

1.23~~19~~ ~~Public Office;~~ Holding or Running for Public Office.

A. The Hatch Act ~~([~~5 U.S.C. Sections 1501 to 1508~~)]~~ restricts the political activity of individuals principally employed by state or local agencies who work in connection with programs financed in whole or in part by federal loans and grants. District employees who are considering political activity should consult their own legal counsel to determine whether the Hatch Act applies to them. The following are District restrictions for employees covered by the Hatch Act.

1. Employees covered by the provisions of the Hatch Act may be candidates in nonpartisan elections, if, upon filing or accepting the nomination and during the entire campaign, the employee is authorized to use leave.

2. Employees covered by the provisions of the Hatch Act may not be candidates in partisan elections.

3. Employees not covered by the provisions of the Hatch Act may be candidates for any public office, if, upon filing or accepting the nomination and during the entire campaign, the employee is authorized to use leave.

For more details on the Hatch Act and its application to District employees see:

http://www.osc.gov/hahelpfulInformStateSeparate.htm.

1.24 Time Limits under these Rules.

All days indicated as "Day" or "Days" shall be work days unless these rules expressly provide otherwise. In the event the last day of a time limit falls on a weekend or legal holiday, the time limits shall be extended to include the next working day. Receipt of written notice shall mean the day that the notice is received if hand-delivered or the day the notice is postmarked by registered mail to the address of record for the employee or the date an e-mail is sent unless there is reason to believe the e-mail recipient did not actually receive the e-mail. The time limits set forth in this procedure may be subject to extension under exceptional circumstances as determined by the Executive Director. In processing the complaint, the following procedure shall apply:

RULE 2 – EMPLOYMENT – SELECTION PROCESS

2.1 Classified Job Posting.

A. ~~Unless a position is filled by promotion or internal lateral transfer, a~~All ~~vacant, or to become vacant,~~job openings in ~~c~~Classified positions shall be posted on designated District bulletin boards and advertised internally for a minimum of ten (10) days to allow current interested employees the opportunity to apply and advance in their careers in the District. Internal posting and recruitment does not preclude the NCRTD from performing concurrent external recruitment efforts. Internal postings are not required when the District fills an opening by promotion or internal transfer of an existing District employee or accretion of employees through consolidation of operations by the District and another transit service provider.

B. During the 10 day internal recruitment period the position may be filled without recourse to a List of Eligibles. Following the 10 day internal recruitment period the ~~vacant position~~opening may only be filled by a candidate off of the List of Eligibles.

2.2 ~~Vacant Positions may be~~Classified Job Openings filled by Promotion ~~or~~ Internal Transfers and Accretion of New Employees.

A. Promotion.

1. Any C~~c~~lassified ~~regular e~~Employee who has demonstrated continuous satisfactory service may be eligible to be promoted.

~~2. Employees may be eligible to be promoted to any classification within the same career ladder for which they meet the minimum qualifications without having to take the test for that classification.~~

~~3.~~2. Employees may be eligible to be promoted to any classification ~~outside of their career ladder~~ if they meet the minimum qualifications and pass any ~~the appropriate~~ test deemed appropriate or required by the District.~~, if applicable.~~

~~4.~~3. Management may select any candidate, or employee, ~~from the appropriate list of eligibles~~ for promotion so long as the selection complies with these Rules.

~~5.~~4. Promotions approved by the Executive Director will be effective ~~at the beginning of the pay period during which the Personnel Action Form is~~ on a date selected and approved by the Executive Director.

5. Promotional increases in compensation are permitted to the extent they are consistent ~~awarded in line~~ with the District's Compensation and Classificatoin Plan. The ~~salary~~ pay of an employee who is promoted shall be adjusted at a minimum to the bottom of the new ~~salary~~pay range. The pay of an employee who is promoted shall generally be increased by a minimum of ~~with a~~ ten (10) percent ~~increase in pay,~~ unless a higher or lower rate is expressly authorized by the Executive Director~~. due to salary compaction; experience and qualifications; correction of salary inequities; or other valid reasons~~.

B. Internal Transfers.

1. ~~Management, with approval of t~~The Executive Director, may transfer an employee from one work site, position, or division within the District to another without the

employee's written consent, if the transfer is deemed in the best interest of the District, provided that the employee meets the minimum qualifications for the new classification and the District has complied with any requirements of any current Collective Bargaining Agreement regarding assigning or transferring the employee to meet District requirements.

~~An employee is eligible to transfer to another available position in the same classification or to another classification with the approval of the Executive Director.~~

2. An employee shall retain accrued annual sick and personal leave, if applicable, upon transfer.

~~1.~~

C. Accretion of New Employees.

If the District merges its operations with other transit providers and accretes employees from another entity the District shall:

1. Abide by the terms of any written agreements regarding the accretion so long as the terms of the agreement are legally permissible and do not require the hiring of employees who fail to meet minimum requirements for a position or fail to make timely application and acceptance of any District job offer;
2. Assess the accreted employee's job description, compensation and classification;
3. Provide the accreted employee with notice of how the accreted employee would fit into the Districts compensation and classification system, any changes to their job assignments and job description, and any changes to compensation or benefits that would occur should the accreted employee become a District employee;~~C.~~

4. Offer jobs, compensation and benefits to any accreted employee consistent with the District's Compensation and Classification Plan; and

5. Fill any job openings created by the merger of operations or any revised organizational structural requirements resulting from the merger of operations by offering jobs to accreted employees prior to posting the job positions, making internal transfers of District employees, promoting District employees or seeking to fill job openings with new candidates that are neither existing District employees or accreted employees.

6. Nothing herein shall be deemed to require that the District retain or manage employees in a manner inconsistent with these Rules or the Districts various policies and procedures and these rule shall not create an employment right in any person who is not duly hired by the District.
7. The District shall not rehire any employee who has an existing personnel file that includes a designation of "not eligible for rehire" due to a prior separation from employment with the District.

~~6.~~

2.3 Recruitment, Hiring and Promotion of Exempt Employees

The Executive Director shall have discretion to vary from the hiring process utilized for Classified Employees when hiring Exempt employees. Notwithstanding the discretion granted herein the District shall abide by the merit principles and all prohibitions and restrictions of these Rules regarding Suspect Classes and nepotism when hiring Exempt employees.

~~Transfers and~~ Temporary Promotion.

~~**A.** Management, with approval of the Executive Director, may transfer an employee from one work site, position, or division within the District to another without the employee's written consent, if deemed in the best interest of the District, provided the employee meets the minimum qualifications for the new classification.~~

~~2.~~**~~A.~~** ~~An employee is eligible to transfer to another available position in the same classification or to another classification with the approval of the Executive Director.~~

~~3.~~**~~A.~~** ~~An employee shall retain accrued annual sick and personal leave, if applicable, upon transfer.~~

~~**B.**~~**A.** Temporary Promotion.

1. The District may ~~fill a vacant, classified regular or limited term position by the~~ temporarily promote ~~ion of~~ an employee who meets the minimum qualifications for a position at the discretion of the Executive Director.

2. The District may temporarily promote an employee who does not meet the minimum qualifications for a position if the Executive Director determines that no properly classified and qualified existing employee is available to assume the duties of the open position and that the best interest of the District is served by temporary promotion and assignment of an existing district employee.

~~1.~~

3. A temporary promotion ~~must~~ shall be for a period of at least thirty (30) days or greater but not more than twelve (12) months.

4.

~~2.~~ A temporary promotion which requires an employee to perform duties beyond those of his or her current job duties and for which the employee may not meet all but does meet some minimum requirements shall be avoided wherever practicable. In such instances the Executive Director shall seek to fill the opening with a qualified employee as soon as practicable. Temporary promotions requiring an employee to perform duties beyond those of his or her current job duties and for which the employee may not meet all but does meet some minimum requirements will result in a temporary pay increase of up to 10%.

~~3.~~5. Temporary promotions within the same classification level by employees who meet minimum requirements for a job will result in a ~~base~~ temporary pay ~~rate~~ increase to the minimum pay ~~step~~ of the new job~~range~~, or ~~up to~~ a temporary pay increase of up to 10 ~~5~~% ~~increase~~ if the employee's current pay ~~rate~~ exceeds the minimum of the new job~~classification~~. In no event shall the temporary promotion permit an increase in pay that would violate the District's compensation and classification plan by paying an employee more than permitted for a given classification. However, the Executive Director may provide such other compensation and benefits as may be reasonably required to induce employees to assume the additional responsibilities of a temporary promotion so longs as the compensation or benefits are commensurate with the additional duties.~~The maximum pay range shall not be exceeded; the balance of the award must be taken in cash if the full amount exceeds the maximum pay range~~.

~~4.~~6. Temporary promotions from any lower level classification to any higher level classification will result in a ~~base~~ pay ~~rate~~ increase to the minimum pay ~~step~~ of the new ~~range~~job, or up to a 10% increase if the employee's current pay ~~rate~~ exceeds the minimum of the new classification. ~~The maximum pay range shall not be exceeded; the balance of the award must be taken in cash if the full amount exceeds the maximum pay range~~.

~~5. A higher or lower temporary base pay rate may be authorized upon temporary promotion by the Executive Director because of salary compaction; experience and qualifications; correction of salary inequities; or other valid reasons.~~

2.4 Recruitment for Posted, Advertised Positions.

A. Recruitment shall be tailored to the number and nature of authorized positions to be filled and to labor market conditions.

B. Subject to budget and other valid constraints, the Executive Director~~-~~ may:

1. utilize trade journals, newspapers, radio and television media, internet resources and other local sources to publicize job opportunities;

2. maintain and use mailing lists of schools, vocational counseling offices, organized occupational groups, and other special interest groups for the dissemination of data about job and career opportunities;

3. invite individuals to specify their vocational interests for future reference;

4. prepare and distribute written information on job opportunities in the District; ~~and~~

5. make periodic visits, displays, and programs directed at schools in order to interest students in jobs with the District; and

~~5.~~6. **support and participate in efforts to enhance the pool of qualified applicants for transit related jobs.**

2.5 Application for Employment or Promotion-Filling.

A. All applications for positions with the District shall be made on forms prescribed by the Executive Director. Such applications shall include information, which is determined necessary or is mandated by State or Federal law, or regulations. All applications shall be signed, dated and the truth of the statements contained therein certified by the candidate's signature.

B. No question on any form of application shall be so worded as to elicit information concerning ~~race, color, religion, national origin, ancestry, disability, sex, sexual orientation age, political affiliation, or veteran status~~ inclusion in a Suspect Class of any candidate, except~~, that~~ information required to assist with equal employment opportunity efforts. ~~, nor shall~~Furthermore, no inquiry shall be made concerning ~~such origin, opinions or~~

~~affiliations~~inclusion in a Suspect Class during any interview, and all such disclosures, thereof, shall be disregarded, unless such information is deemed a bona fide occupational qualification.

~~B.~~C. All applicants shall inform the district of any relations or relationships that could constitute a violation of the District's policy on nepotism.

2.6 Applicant Preference.

To the extent permitted by laws, ~~C~~candidates may~~, as provided by law,~~ be given preference for positions if:

A. ~~-~~they are current classified employees;

B. they are accreted employees from a merger of District operations with another transit provider and are given preference as part of the accretion process;

C. they have reemployment rights due to a prior reduction in force or pursuant to a Collective Bargaining Agreement;

D. they have special status as ~~or~~ veterans~~,~~; or

E. preference is ~~as~~ otherwise allowed by state or federal law.

2.7 Proof of Veteran Status.

Proof of eligibility for veteran preference shall be presented to the District at the time the application is filed.

2.8 Rejection of Application.

A. Applications may be rejected and applicants excluded from the List of Eligibles if the candidate:

1. ~~F~~fails to meet the required minimum qualifications as stated in the job description;

2. ~~H~~has been convicted of a felony or a misdemeanor and the provisions of the Criminal Offender Employment Act, Sections 28-2-1 to 28-2-6, et seq., NMSA 1978, permit such rejection:

    a. Subject to the provisions of the Criminal Offender Employment Act, in determining eligibility for employment, the District may take into consideration the conviction after the applicant has been selected as a finalist for the position; however, such conviction shall not operate as an automatic bar to obtaining public employment unless otherwise provided by law to the contrary.

    b. The following criminal records shall not be used, distributed, or disseminated in connection with an application for any District employment:

        i. Records of arrest not followed by a valid conviction; and

        ii. Misdemeanor convictions not involving moral turpitude.

    c. The Executive Director may refuse to grant or renew, or may suspend or revoke the application of any candidate or employee for District employment for any of the following causes:

i. where the candidate or employee has been convicted of a felony or a misdemeanor involving moral turpitude and the criminal conviction directly relates to the particular employment;

ii. where the candidate or employee has been convicted of a felony or a misdemeanor involving moral turpitude and the criminal conviction does not directly relate to the particular employment and if the Executive Director determines, after investigation, that the person so convicted has not been sufficiently rehabilitated to warrant the public trust.

d. The Executive Director shall explicitly state in writing the reasons for a decision which prohibits the person from engaging in District employment, if the decision is based in whole or in part on conviction of any crime described in Paragraph two of this section. Completion of probation or parole supervision or of a period of three years after final discharge or release from any term of imprisonment without any subsequent conviction, shall create a presumption of sufficient rehabilitation for purposes of Subsection c, ~~2)~~ii, above ~~in this Section~~;

3. ~~H~~has made any material omission, false statement or produced any false document in support of the application;

4. h~~H~~as failed to complete the application correctly or submit the application within prescribed time limits;

5. h~~H~~as submitted an application for a ~~classification~~ job that is closed for recruitment;

6. h~~H~~as attempted to use political influence in securing a District position; or

7. h~~H~~as otherwise violated these Rules.

B. ~~—~~The District shall notify each candidate whose application is rejected.

2.9 Examinations-General.

A. Examinations shall be confined to those matters which test the candidate's capability ~~to be trained for the position and~~ in areas which are directly job-related and which fairly, validly, and reliably test the capacity and fitness of the applicant to successfully discharge the duties of the position for which the examination is administered.

B. Examinations may be written, oral, or physical, and may include but are not limited to performance tests, ratings of training, rating of education, ~~or experience~~ or any combination of tests and procedures.~~these.~~

C. New tests may be developed in accordance with established professional techniques and relevant federal laws, regulations, and guidelines with the intent of measuring critical or important knowledge, skills, abilities, job duties, work behavior, or work necessary for successful job performance.

~~**B.**~~

~~C.~~**D.** No test shall be administered by the District without such test having been approved by the Executive Director or by a duly authorized state or federal agency.

2.10 Exemption from Examination.

A. The Executive Director may exempt from competitive entrance tests those professional and technical persons who possess recognized registration or certification who are applying for ~~classified~~ positions, which require such registration or certification.

~~**B.**~~ The Executive Director may also exempt from competitive entrance tests certain ~~classifications~~ jobs where job-related ranking measures are not practical or appropriate. ~~These classifications shall be limited to unskilled positions with no identifiable entrance requirements of experience or education.~~

~~**2.11 Character of Examination.**~~

~~**A.** Testing for a position in the District may be accomplished by one or a combination of the following types of tests: written tests, rating of education, training and experience, oral tests, assessment center, performance test, or any other appropriate selection device.~~

~~**B.** New tests will be developed in accordance with established professional techniques and relevant federal laws, regulations, and guidelines with the intent of measuring critical or important knowledge, skills, abilities, job duties, work behavior, or work necessary for successful job performance.~~

~~**C.** No question or other mode of inquiry in any examination shall be so worded or designed to elicit information that may discriminate for or against any applicant for reasons of sex, sexual orientation, age, race, color, physical or mental disability, national or ethnic origin, political or religious opinions or affiliation of any candidate, and all disclosures thereof shall be disregarded.~~

2.12 Removal of Names from List of Eligibles.

A. The Executive Director may remove the name of a candidate from any ~~l~~List of ~~e~~Eligibles, if the candidate:

1. advises the District that he/she is not interested in any job opening ~~that position in that classification~~;

2. fails to respond within five (5) working days of receipt of mail or email inquiry as to availability for employment; or

3. fails to appear for a scheduled interview without a valid reason.

2.13 Selection for Employment.

A. Applicants shall be selected who are best able to perform job requirements ~~best suited for positions~~ without regard for membership or inclusion in a Suspect Class, ~~race, color, religion, disability, national origin, ancestry, sex, sexual orientation, age~~, political affiliation or other non-merit factors.

B. The selected candidate may not start employment until background checks, pre-employment physicals, and drug tests are successfully completed as required. ~~and passed if required.~~

C. Those candidates interviewed but not selected shall be notified in writing of their non-selection ~~by the Human Resources Office~~ in a timely fashion.

~~**D.** Interviewers shall return the list of eligibles to the Human Resources Office with a note made on the disposition of all candidates on the list of eligibles.~~

2.18~~4~~ Emergency Hiring.

A. An emergency hire is the employment of a person when an emergency condition exists that would, in the opinion of the Executive Director, compromise the public health, safety, and welfare, or severely curtail the normal operations of the District and there are no candidates available on an appropriate list of eligibles.

B. If no candidates are available for the classification, the District may hire an apparently qualified person without testing.

C. An emergency hire may be converted to a probationary, regular, limited term, or temporary employee with the approval of the Executive Director if the individual

1. passes the appropriate test; or

2. has taken but not passed the appropriate test; the Department Management certifies that the employee is performing at a satisfactory level; and there are no available candidates for the position.

D. No individual shall hold an emergency appointment longer than ninety (90) days in any twelve (12) month period, unless approved by the Executive Director.

D.

2.145 ~~Exceptions to Use of List of Eligibles~~Reemployment Process

Former employees who separated from the District in good standing may be re-hired by the District within one (1) year from the date of separation without recourse to a ~~l~~List of ~~e~~Eligibles. However, nothing herein shall be deemed to require reemployment of former employees.

A. The individual must submit an application and meet the minimum qualifications for the classification and the re-hire must be approved by the Executive Director.
~~**A.**~~

B. Such individuals will be treated as a new employee regarding probationary period, leave accrual, seniority, and other employee privileges unless a Collective Bargaining Agreement expressly provides for contrary treatment.

C. Former classified employees, who were laid off as a result of a reduction in force, may be offered reemployment by the District pursuant to the Rules and Regulations regarding reduction in force.
~~**C.**~~

~~**2.15 Nepotism Prohibited.**~~

~~**A. Persons shall not be employed by the District in a position where they would supervise or be directly supervised by any person related to them by blood or marriage to**~~

~~the third degree, or where they would supervise or be directly supervised by a domestic partner.~~

~~B. The following persons are relatives within the third degree:~~

~~Employee's spouse or domestic partner,~~
~~child~~
~~brother~~
~~sister~~
~~grandparent~~
~~grandchild~~
~~great-grandparent~~
~~great-grandchild~~
~~aunt (sister of parent)~~
~~uncle (brother of parent)~~
~~nephew (son of brother or sister)~~
~~niece (daughter of brother or sister)~~

~~if the employee is married, or with domestic partner, relatives of such spouse or domestic partner, as listed above, are included in this prohibition.~~

~~C. The Executive Director, manager, or any other supervisor may neither immediately supervise nor directly hire relatives as defined above.~~

~~D. The District shall be authorized to take any steps necessary, up to and including transfers, demotions and termination of employees, in order to ensure that this prohibition on nepotism is upheld.~~

2.16 Probationary ~~Appointment~~Period.

A. New employees shall satisfactorily complete a Probationary Period as a precondition for continued employment by the District.~~a trial work period referred to as probation and are considered classified regular or limited term employees after the satisfactory completion of their probationary period~~.

1. The P~~p~~robationary ~~p~~Period for new, promoted or re-employed employees is six (6) months.
~~1.~~
2. Prior to the expiration of the P~~p~~robationary ~~p~~Period a supervisor may extend the ~~p~~Probationary ~~p~~Period up to an additional ninety (90) days ~~period of~~for further evaluation if, in the opinion of ~~the~~ management, it is necessary to determine the employee's ability to adequately perform the job, and ~~it~~the extension is approved by the Executive Director.

3. If leave without pay is taken during the probationary period, the probationary period shall be extended by the number of days of leave without pay used by the employee.

B. An employee may be separated from employment by the District without a right of appeal or hearing at any time during the probationary period for any reason so long as the reason is not contrary to the express limitations in these Rules regarding Suspect Classes. ~~on bias contained in these Rules and Regulations. A probationary employee is an "at-will" employee~~.

2.17 Type of Employees.

A. Classified Regular employee is a budgeted, full or part time position, duties of which do not terminate at any stated time. An employee working 40 hours minimum per week is eligible to receive full fringe benefits. An employee working not less than 21 hours and nor more than 39 hours per week is entitled to partial fringe benefits on a *pro rata* basis.

B. Exempt Employee (Non-classified) is a budgeted, full or part time position, exempt from the classified service and FSLA.

C. Limited term employee is the employment of a person for a limited and specified time period, e.g., one year or longer subject to funding for the project or program, with benefits and subject to all personnel rules and regulations, except for the right of appeal regarding the expiration of the appointment or as otherwise stated herein.

Temporary employee is hired to perform a job which is limited in nature or is on a seasonal basis and which will not exceed twelve months of employment unless otherwise approved by the Executive Director. Temporary employees are not eligible for benefits and have limited remedies for employment disputes as stated herein.Employees of temporary status may be converted to regular or limited term status in the same classification and credited with up to six months service towards completion of the probationary period at the time of the conversion with the approval of the Executive Director.

D.

E. Employees of temporary status may be converted to regular or limited term status in the same classification and credited with up to six months service towards completion of the probationary period at the time of the conversion with the approval of the Executive Director.

F. Temporary employees may fill in for Classified Regular Employees on Long Term Disability, Family Medical Leave, Worker's Compensation or Extended Leave without pay. If the temporary assignment lasts for more than six (6) months, these employees will receive the same insurance and paid leave benefits as Classified Regular Employees, beginning the seventh (7th) month of their employment. However, these employees will remain temporary for all other purposes.

2.18 Emergency Hiring.

A. An emergency hire is the employment of a person when an emergency condition exists that would, in the opinion of the Executive Director, compromise the public health, safety, and welfare, or severely curtail the normal operations of the District and there are no candidates available on an appropriate list of eligibles.

B.A. If no candidates are available for the classification, the District may hire an apparently qualified person without testing.

C.A. An emergency hire may be converted to a probationary, regular, limited term, or temporary employee with the approval of the Executive Director if the individual

1. passes the appropriate test; or

~~2.~~1. ~~has taken but not passed the appropriate test; the Department Management certifies that the employee is performing at a satisfactory level; and there are no available candidates for the position.~~

~~**D.**~~**A.** ~~No individual shall hold an emergency appointment longer than ninety (90) days in any twelve (12) month period, unless approved by the Executive Director.~~

RULE 3 – CLASSIFICATION AND COMPENSATION

3.1 Authority.

The District has authority pursuant to NMSA 1978, Section 73-25-5 (G) (6) to appoint, hire and retain employees, agents, engineers, attorneys, accountants, financial advisors, investment bankers and other consultants. In order to implement this authority on an equitable and fair basis the District hereby elects to implement a system of Classification and Compensation as further defined by these Rules. ~~Compensation and~~ Classification and Compensation may be the subjects of separate District policies which may be changed from time to time independent of these Rules ~~and Regulations~~.

3.2 Preparation of Classification System.

The Executive Director or a contractor or agent ~~designee~~ shall prepare and maintain a Classification System which provides for a grouping of all positions in the District into ~~c~~Classifications on the basis of essential duties, responsibilities, and minimum qualifications required.

3.3 Content of Classification System.

A. The Classification System shall include the descriptions for the various classifications, which may be subdivided or grouped as deemed appropriate. Each Classification shall be assigned a salary range which shall be used by the District to ensure fair pay to employees within each Classification.

B. Written descriptions for each classification shall be prepared by the Human Resources Office, and approved and amended as necessary by approval of the Executive Director. These descriptions shall include:

1. The title of the classification;

2. Examples of typical essential tasks performed, responsibilities, and working conditions;

3. A statement of the minimum qualifications required, including the kind and amount of training and experience, knowledge, skills, and abilities, physical requirements, and job-related personal attributes that an employee should possess; and

4. Signature by the Executive Director and the date of the last revision.

3.4 Revisions to the Classifications.

A. Whenever the creation, abolition, subdivision, or consolidation of individual classifications appears necessary, due to the creation of a new position, change in organization, or change in the duties of ~~an individual position~~ certain positions, a classification may be revised and the revision must be submitted to the Executive Director for approval.

B. Any revisions that may reflect a major change in policy should be submitted to the affected Managers, Supervisors and interested parties in order to obtain input concerning such revisions.

C. When a classification is revised, the title of classification and in some cases the salary range assignment may be affected. The salary of ~~the~~ individual employee~~s~~ in the revised classification may not be reduced or increased without the approval of the Executive Director.

D. When there are revisions to the classification system as a whole the revisions shall be submitted to the District Board for approval.

3.5 Allocation of Positions to Classifications.

A. Every position in the District shall be allocated to a Classification ~~salary range~~; all positions substantially similar as to the tasks performed, as to the responsibilities exercised, and as to the minimum qualification requirements shown in the ~~c~~Classification descriptions, shall be allocated to that same Classification ~~salary range~~.

B. The title of a ~~c~~Classification shall become the title of ~~such~~ position~~s under that Classification~~ and shall be used on all official records and correspondence relating to ~~the~~ individual position~~s within the Classification~~.

C. Department Management may recommend the allocation or reclassification of positions to one of the ~~c~~Classifications in the Classification System or a new ~~c~~Classification, subject to approval by the Executive Director.

D. Department Management shall submit adequate documentation to support the recommended reclassification of a position to a different classification.

E. Periodic audits to determine whether or not positions are properly allocated shall be conducted. If it is determined that a position is improperly allocated, the Executive Director shall reallocate it to its proper classification.

F. When a new position is contemplated, the position must be formally established before it may be filled. Except as otherwise provided by these Rules, no person shall be appointed to or employed in a position until the position has been allocated to a classification and approved by the Executive Director.

3.6 Types of Employees.

The District recognizes the rights and duties of employees and employers under New Mexico law which includes the employment contract between employer and employee under these Rules. In addition to Classification of employees the District distinguishes between types of employees based upon the following standards.

A. A Classified Employee is a, full or part-time position, the duties of which do not terminate at any stated time. The term Classified Employee includes the status of said employee as further defined herein.

B. An Exempt Employee (Non-classified) is a, full or part-time position, exempt from the classified service under both the FSLA and these Rules and subject to alternative hiring procedures.

C. A limited term employee is the employment of a person with benefits for a limited and specified time period, e.g., one year or longer subject to funding for the project or program. Limited term employees are subject to these Rules and all other rules and regulations of the District, except for the right of appeal regarding separation from employment following the expiration of a term or project or program funding.

D. A temporary employee is a person hired to perform a job which is limited in nature or is on a seasonal basis and which will not exceed twelve months of continuous employment unless otherwise approved by the Executive Director. Temporary employees are not eligible for benefits and have limited remedies for employment disputes as stated herein. Temporary Employees may be converted to Classified or limited term status in the same classification and credited with up to six months service towards completion of the probationary period at the time of the conversion with the approval of the Executive Director. Temporary employees may fill in for Classified Employees on Long Term Disability, Family Medical Leave, Worker's Compensation or Extended Leave without pay. If the temporary assignment lasts for more than six (6) months, these employees will receive the same insurance and paid leave benefits as Classified Regular Employees, beginning the seventh (7^{th}) month of their employment. However, these employees will remain temporary for all other purposes.

E. An At Will employee is and employee who is freely terminable and not subject to the requirements of these Rules regarding Disciplinary Action and Just Cause for purposes of termination as further defined in these Rules.

F. A full time employee is an employee who generally works 40 hours or more in a given work week or 80 hours or more within a givent two week pay period.

G. A part pime employee is an employee who works less than 40 hours per week or less than 80 hours in a given two week pay period.

~~**F.**~~

3.~~6~~7 Compensation Policy.

A. ——Compensation for District employees shall be equitable and competitive with the market and in accord with the District's ability to pay.

B. It is the policy of the District that ~~the~~any comprehensive Compensation p~~P~~lan, for all classifications of the District is subject to and limited by the ~~to~~ availability of funds ~~ing~~ as ~~may be~~ determined by the Board. The Board shall be the final arbiter of available funds.

C. An employee working 40 hours, minimum, per week is eligible to receive full benefits. An employee working not less than 21 hours and nor more than 39 hours per week is entitled to partial benefits on a *pro rata* basis.

3.9~~8~~ Preparation of the Compensation Plan—Salary Ranges.

A comprehensive Compensation ~~P~~plan for all classifications in the District shall be prepared under the direction of the Executive Director. The Compensation ~~P~~plan shall take into consideration experience in recruiting for positions for the District, prevailing rates of pay in comparison to

similar services in public and private employment (to the extent that such data is available), cost of living, and other benefits received by District employees, and the District's financial condition and ability to pay.

3.~~10~~9 Adoption of the Compensation Plan.

The Compensation p~~P~~lan (whether a part of a Compensation and Classification policy or otherwise) shall be adopted by resolution of the Board.

3.1~~1~~0 Revision to the Compensation Plan.

The Compensation ~~P~~plan may be revised upon the recommendation of the Executive Director and the approval of the Board.

3.1~~2~~1 Administration of the Compensation Plan.

The approved Compensation Plan shall constitute the official schedule of salaries for all classifications in the District to which such Compensation ~~P~~plan is applicable. The rates of pay for all persons in the District shall be approved by the Executive Director and no pay ~~salaries~~ shall be approved unless ~~they~~ it conforms to the approved Compensation p~~P~~lan.

No employee in the District shall be paid a salary less than the minimum nor greater than the maximum of the salary range for the classification as fixed by the Compensation ~~P~~plan unless otherwise provided for in the Rules~~.or approved by the Executive Director~~.

The entry pay level of ~~ance rate payable to~~ any employee ~~upon appointment to a position in~~ of the District shall be the minimum rate in any applicable salary range, unless a higher rate, in-grade hire, is authorized by the Executive Director because of the candidate's exceptional qualifications, difficulty in recruitment, or other valid reason.

~~Progression~~Increases in pay within the salary range shall be based upon performance and shall require the approval of the Executive Director. Supervisors and the Executive director shall consider an employee's compliance with District policies and procedures, job performance, competence and job knowledge when evaluating any increase in pay of an employee.

~~**3.7 General Wage/Salary Adjustments.**~~

~~It is the intent of the District to consider prevailing practices related to cost of living and market trends in establishing wages and salaries which constitute the formal Compensation Plan. On all occasions any change in compensation will ultimately be based upon the anticipated affect(s) upon the District budget. The Executive Director, based upon Board of Director's approval, will make final determination of any changes to the salary scale. Where general, across-the-board adjustments are approved, the change will be effective on a date determined and approved by the Board of Directors. General adjustments are separate and distinct from performance recognition increases. General adjustments may affect the Compensation Plan only, thus shifting the pay of all employees in relation to the midpoint without changing individual compensation.~~

~~**3.8 Cost of Living vs. Market.**~~

Adjustments to the Compensation Plan may be determined periodically through analysis of market trends in comparison to cost-of-living (COL). This may be done once per year and the District may utilize either market survey results or cost-of-living index data (federal) or a combination of both. All employees, regardless of employment status, except those being red circled (frozen for having reached the top of their salary scale), shall receive the benefits of such general COL adjustments to the pay plan unless such employees are represented by a union and such adjustments if any are governed by a collective bargaining agreement.

In determining the total compensation value of the position, benefits and changes to overall costs of the District from Employer contributions must be considered. Base salary plus all employer cost of benefits constitutes total compensation. In comparing benefit packages provided in the labor market, the District may evaluate both level and cost of benefits or other factors as deemed appropriate.

3.9 Preparation of the Compensation Plan—Salary Ranges.

A comprehensive Compensation Plan for all classifications in the District shall be prepared under the direction of the Executive Director. The Compensation Plan shall take into consideration experience in recruiting for positions for the District, prevailing rates of pay in comparison to similar services in public and private employment (to the extent that such data is available), cost of living, and other benefits received by District employees, and the District's financial condition and ability to pay.

3.10 Adoption of the Compensation Plan.

The Compensation Plan (whether a part of a Compensation and Classification policy or otherwise) shall be adopted by resolution of the Board.

3.11 Revision to the Compensation Plan.

The Compensation Plan may be revised upon the recommendation of the Executive Director and the approval of the Board.

3.12 Administration of the Compensation Plan.

The approved Compensation Plan shall constitute the official schedule of salaries for all classifications in the District to which such Compensation Plan is applicable. The rates of pay for all persons in the District shall be approved by the Executive Director and no salaries shall be approved unless they conform to the approved Compensation Plan.

No employee in the District shall be paid a salary less than the minimum nor greater than the maximum of the salary range for the classification as fixed by the Compensation Plan unless otherwise provided for in the Rules or approved by the Executive Director.

The entrance rate payable to any employee upon appointment to a position in the District shall be the minimum rate in any applicable salary range, unless a higher rate, in-grade hire, is authorized by the Executive Director because of the candidate's exceptional qualifications, difficulty in recruitment, or other valid reason.

~~Progression within the salary range shall be based upon performance and shall require the approval of the Executive Director. Supervisors and the Executive director shall consider an employee's compliance with District policies and procedures, performance, competence and job knowledge when evaluating any increase in pay of an employee.~~

3.12~~3~~ Individual Pay~~Salary~~ Adjustments and Promotion.

A. Promotions within a classification will result in a pay rate increase to, either the minimum pay ~~of the appropriate pay range~~for the Classification based upon the current Compensation plan, or up to ~~a~~ 5~~10~~% increase if the employee's current pay rate ~~exceeds the minimum of the new range~~Compensation for the Classification. The maximum pay for the Classification ~~range~~ shall not be exceeded.

B. Promotions from a lower level ~~c~~Classification to any higher level ~~c~~Classification will result in a pay rate increase to the minimum pay for the Classification based upon the current Compensation plan~~of the new range~~, or up to a 10% increase if the employee's current pay rate exceeds the minimum ~~of the new range~~Compensation for the Classification. The maximum pay for the Classification ~~range~~ shall not be exceeded.

C. A higher ~~or lower~~ pay rate may be authorized upon promotion by the Executive Director because of salary compaction; experience and qualifications; correction of salary inequities; or other valid reasons.

D. The ~~salary~~ pay of an employee who is laterally transferred to a comparable position shall remain the same unless the Executive Director finds cause for a salary increase due to any change in employment conditions, job assignment or particular duties caused by the change.

E. The ~~salary~~ pay of an employee who is re-employed after being called to military active duty in accordance with the provisions of Rule 4.21 shall be at a rate equal to what the employee would have attained had the employee not been called to active duty.

3.14~~3~~5 ~~Salary~~ Decreases in Pay

A. ~~When~~If ~~it becomes necessary to demote~~ an employee is demoted for their inability or unwillingness to perform the assigned duties and essential functions of their position~~;~~, then that employee may also suffer a decrease in ~~future~~ pay. The amount of the pay reduction shall be determined on a case-by-case basis, but never shall decrease pay below the lowest pay for the Classification ~~assigned pay range~~.

B. ~~As the result of disciplinary action, reorganization or a reduction in force a~~An employee may receive a reduction from their current ~~c~~Classification to a lower ~~c~~Classification with no reduction in ~~salary~~pay if the reclassification of the employee's position is due to reorganization or a reduction in force.

C. The ~~salary~~pay of an employee who voluntarily takes a ~~c~~Classification reduction ~~will~~ may be reduced but never below the lowest pay for the Classification~~assigned pay range~~.

D. ~~Salaries~~ Pay of all employees may be decreased uniformly and equitably for budgetary reasons or in the context of a reduction in force or furlough upon the recommendation of the Executive Director and approval of the Board.

A. Affected employees shall be given at least twenty-eight (28) days' notice and such additional notice as may be required prior to any reduction in force.

B. In no case shall ~~a salary~~pay be reduced below the minimum rate for the Classification.~~in the salary range.~~

C. ~~Salary~~Pay decreases may be made to ~~classes~~ types of employees, when deemed necessary by the Board due to budgetary constraints. Reductions in pay shall be implemented in such a manner as to reduce pay to Classified employees as a last resort:~~, in the following order:~~

a) Emergency.

b) Temporary.

c) Limited Term.

d) Probationary.

e) Exempt.

f) Classified ~~Regular~~.

3.1~~4~~5 Performance Based Increases.

A. Performance increases shall not be granted on an automatic basis but shall be granted upon the demonstrated quality of an employee's performance, ~~but always~~ subject to the availability of funding.

B. Exempt, ~~c~~Classified ~~regular~~, and limited term employees whose performances are average or above average, may be granted a performance increase. Any ~~formula~~ limitations for such increases shall be approved by the Board, and shall be further limited by the pay permitted to the Classification ~~limits of the salary range~~. Periodic performance evaluations may be performed as needed. Management may in its discretion perform performance evaluations at any time but shall generally perform evaluations ~~one~~ (1) year from the date of:

i. Rehire or re-employment
ii. Initial employment
iii. The last performance increase; or
iv. Promotion.

C. Generally, performance increases shall only be considered annually. Any period of leave without pay in excess of thirty (30) days shall not be credited as continuous service ~~toward~~ in calculation of this annual period. Service in emergency or limited term, or temporary status, when followed without a break in service by probationary appointment to the same Classification, will be credited toward calculation of this annual period. ~~eligibility for a performance increase~~.

~~**D.** Service in emergency or limited term, or temporary status, when followed without a break in service by probationary appointment to the same classification, will be credited toward eligibility for a performance increase.~~

~~**E.**__**D.**__ The Executive Director may authorize a ~~salary~~pay increases within the range permitted for a Classification ~~within the salary range~~ as an incentive for the ~~emergency~~ retention of exempt, ~~c~~Classified ~~regular~~ and limited term employees who are offered employment outside of the District to retain them in their current positions. The following will be required:

1. ~~Documented p~~The District must have satisfactory proof of an outside job offer.

2. ~~Increase, computed as a percent of the employee's salary, may be granted as a lump sum at the end of a service period, in installments over the course of service period but~~ Any pay increase shall be prospective, not retroactive and pay shall never ~~to~~ be provided in advance of work performed.

3. Before receiving a pay increase for ~~n emergency~~ retention, an employee must sign a written agreement to complete a specified period of service with the District.

E. ~~**E.**~~ The Executive Director may authorize a pay increases within the range permitted for a Classification as an incentive for the retention of limited term "seasonal" employees who return to work in subsequent seasons. The following will be required:

1. The District must be satisfied that the limited terms employee's prior work was satisfactory and that the rehiring of the employee is a benefit to the District because of the employees knowledge and training regarding District operations.

2. Any pay increase shall be prospective, not retroactive and pay shall never be provided in advance of work performed.

~~3.~~

3.15~~6~~ Red Circle Rate.

Red Circle Rate refers to the rate of pay for an employee whose pay rises above the current maximum ~~salary~~pay for the ~~pay grade~~Classification to which the employee is assigned, reclassified or transferred. Such employee(s) shall be placed on a salary freeze for a period not to exceed two (2) years and shall not be eligible for any general adjustment (COLA) given during the same period of time. However, the employee may be eligible for a performance increase based on a performance review which will be treated as a one-time award distribution and not added to the employee's base pay.

During the two-year salary freeze period, if the employee's rate of pay falls below the maximum within the pay range, the freeze shall be lifted. If at the end of two years, the employee's pay rate exceeds the maximum ~~of the pay range~~permitted for the Classification, that employee's pay rate shall be reduced to the maximum~~-~~ for the Classification.~~of the assigned pay range~~.

3.16~~7~~ Overtime Compensation.

A. In order to meet the demands of work, employees may be required to work in excess of the hours designated in their normal work week. Overtime compensation will be paid to employee, as indicated below, ~~only~~ for actual hours worked. Supervisors are responsible for scheduling overtime in advance whenever possible and keeping ~~O~~overtime usage ~~will be held~~ to a minimum consistent with the budget. However, the needs of the District and service to its constituents may dictate overtime usage and supervisors are responsible for raising the budgetary needs and impacts of overtime usage with the Executive Director as early as possible to ensure a proper balance is struck between staying within budget and meeting District service needs.

B. Exempt Employees who work in excess of the normal work week (forty [40] hours), are not eligible for overtime pay. The basic compensation of exempt employees is based on the amount of work necessary to complete the assigned functions and is not based upon a set number of hours per work week. Time worked in excess of forty (40) hours per week is not eligible for compensation during the course of employment or upon termination. However, at the discretion of the Executive Director, exempt employees may be granted administrative leave in consideration of their work efforts.

C. Overtime will normally be permitted or required ~~is normally allowed by management only in emergency situations or~~ when service demands present no other reasonable alternative. Because of the size of the District and the nature of the Districts business supervisors and managers may require individual employees to perform overtime work based upon their geographical location and access to District property and equipment. However, when a supervisor has determined ~~the need for~~ that overtime ~~to~~ work may be equitably distributed, ~~be worked,~~ employees may be required ~~are expected~~ to work a proportional share of the overtime assigned to the employee's ~~c~~Classification or work unit. Refusal to accept an overtime assignment ~~and/or continued refusal to participate in voluntary overtime offered to the employee's classification~~ may result in disciplinary action. ~~All overtime must be scheduled and/or approved by the employee's supervisor in advance, except in emergency situations where advance approval cannot be obtained~~.

~~Any employee, (except those determined not to be covered by the overtime provision of the FLSA), who are authorized and approved in advance by their supervisor and required to work in excess of the normal work week (forty [40] hours),~~

D. Non-exempt employees shall be compensated for ~~such~~ overtime at one and one-half (1 1/2) times their hourly rate of pay ~~or~~ unless otherwise specified in the Fair Labor Standards Act (FLSA). ~~Such compensation shall be~~ Non-exempt employees shall be paid for overtime within the pay period that the overtime is worked unless the employee elects to receive compensatory time in lieu of paid overtime. Such compensatory time shall be accrued at time and one-half.

E.

~~**A.**~~

~~**B.**~~ The following hours are considered as hours worked for the purpose of qualifying for overtime pay at the rate of time and one-half.

1. Hours actually worked;
2. Paid holidays;
3. Hours allowed for voting time;
4. Jury duty;

5. Hours allowed for court duty when appearing as a witness on behalf of the District or because of an official capacity with the District; and

6. Training time.

~~C.~~ The following are considered hours not worked and will not be counted toward overtime/comp-time eligibility. Excepting only the provisions ~~of B.~~ above, an employee must be physically at work more than forty (40) hours per week and cannot use the following time to obtain overtime/comp-time eligibility:

1. Vacation;

2. Sick leave;

3. Military leave;

4. Funeral leave;

5. Injury leave;

6. Lunch break;

7. Comp-time hours used.

~~D.~~ Travel time may ~~or may not~~ be work time when required by the District.

1. Travel from home to work and from work to home is not work time unless the travel is required by the District to an alternative work site that is not the employees regular work site. Any such paid travel time shall require prior approval by the Executive Director.

2. Time spent by an employee in travel as part of his/her normal activities, such as travel from job site to job site during the employee's regular working hours, or operation of a transit vehicle for public transit, is work time and must be recorded.

~~1.~~

~~2.~~ 3. Travel performed outside of an employee's normal work schedule as a result of assigned duties may constitute work time. The Human Resources Office must be consulted in advance to determine whether or not such travel time is work time.

3.17 Compensatory Time.

~~E.~~ **A.** In some cases, compensatory time may be granted to Classified Employees in lieu of cash payment. ~~FLSA c~~Classified ~~overed e~~Employees may accrue and use up to forty (40) hours of compensatory time annually. In the last pay period of the fiscal year, all accrued but unused compensatory time shall be paid to the employee at the employee's then current regular rate of pay.

~~F.~~ B. ~~An FLSA~~ Classified ~~covered e~~Employee~~s~~ who separate~~s~~ from the District shall be compensated for all accrued compensatory time.

~~G. Exempt employees (non-FLSA covered) who work in excess of the normal work week (forty [40] hours), are not eligible for overtime pay. The basic compensation of exempt employees is based on the amount of work necessary to complete the assigned functions and is not based upon a set number of hours~~

~~per work week. Time worked in excess of forty (40) hours per week is not eligible for compensation during the course of employment or upon termination. However, at the discretion of the Executive Director, exempt employees may be granted time off during normal work hours in consideration of their work efforts.~~

3.18 General Wage/Salary Adjustments.

It is the intent of the District to consider prevailing practices related to cost of living and market trends in establishing wages and salaries which constitute any formal Compensation plan. Any change in Compensation will ultimately be based upon the anticipated affect(s) upon the District budget. The Executive Director, based upon Board of Director's approval, will make final determinations of any changes regarding Compensation. If general, across-the-board, adjustments in Compensation are approved for District employees, then the change will be effective on a date determined and approved by the Board of Directors. General adjustments in Compensation are separate and distinct from merit based adjustments to Compensation. General adjustments may affect the Compensation plan only, potentially shifting the pay of all employees in relation to the midpoint without changing individual Compensation.

3.19 Cost-of-Living vs. Market.

Adjustments to any Compensation plan may be determined periodically through analysis of market trends in comparison to cost-of-living (COL). The District may utilize either market survey results or cost-of-living index data (federal) or a combination of both. If the District's Board approves an adjustment to a Compensation plan, all employees, except those being red circled (frozen for having reached the top of their salary scale), shall receive the benefits of such general COL adjustments to the pay plan unless such employees are represented by a union and such adjustments, if any, are governed by a collective bargaining agreement.

In determining the total compensation value of the position, benefits and changes to overall costs of the District from Employer contributions must be considered. Base salary plus all employer cost of benefits constitutes total compensation. In comparing benefit packages provided in the labor market, the District may evaluate both level and cost of benefits or other factors as deemed appropriate.

3.20~~18~~ Pay Upon Separation from Employment.

When employees are separated from employment with the District for any reason, they shall be required to return all District property and equipment and to resolve all financial obligations involving their employment with the District. Any such obligation not resolved prior to separation may be itemized and deducted from their final paycheck as contested amounts which the District claims to the extent that the deduction is legally authorized and not in violation of minimum wage requirements. The employee's final paycheck, including compensation for all uncompensated hours worked, unused annual leave and overtime not disputed by the District, will be issued on the next regularly scheduled pay period following termination or within 10 days of separation from employment whichever is sooner. Claims for disputed amounts must be timely filed by the employee with the District following issuance of the final paycheck.

3.21~~19~~ Pay Advancement.

It is illegal for ~~T~~the District ~~will not~~ to make pay advances to employees and no such advances shall be authorized or made. Furthermore, the District may not pay employer's share of any paycheck deduction in a manner that would constitute an extension of credit in violation of the New Mexico State Constitution. Employees who have expended all leave and not returned to work may

be required to tender the full amount of any premium or contribution due for continued participation in employee benefits pending their return to work. Nothing herein shall be deemed to require the District to continue to employ an employee or hold open a position for an employee who has not returned to work.

RULE 4 – EMPLOYEE WORK WEEK, HOURS AND LEAVE~~ING CONDITIONS~~

~~**4.1 Training.**~~

~~**The primary responsibility for training employees shall be assumed by District management. District management will utilize performance and development plans as an indicator of an employee's need for training. Supervisors should consult with employees during the preparation of their performance and development plans regarding their training needs. Training shall be provided as needed but the District may prioritize training for employees who have a demonstrated long-term commitment to employment with the District.**~~

~~**4.2 Training Needs.**~~

~~**The Executive Director shall require Supervisors to determine the training needs in determining their training needs and in devising and establishing programs to meet such needs. Priority shall be given to training that is required by law, training that effects safety, and training that will provide long-term benefits to the District.**~~

4.3 ~~Normal~~ Work Week.

a. The ~~basic~~ ~~w~~Work ~~w~~Week for ~~most~~ full-~~-~~time employees shall consist of forty (40) hours in a seven-day period. The standard ~~w~~Work ~~w~~Week commences at 12:01 a.m. every Saturday and ends at 12:00 p.m. on Friday. However, the Executive Director has the authority to vary the Work Week if the efficient operation of the District so requires. There are two ~~w~~Work ~~w~~Weeks in a pay period.

b. The District may impose a work schedule for each particular positions altering the specific hour of work for the position to meet District needs. Work schedules may require any combination of hours within a Work Week deemed necessary for District operations including but not limited to split shifts, scheduled work on weekends or holidays, scheduled work in early morning and late evening hours, and scheduled work consistent with routes bid under any current CBA. Failure to follow any District work schedule may be grounds for disciplinary action.

c. Hours worked within a Work Week shall be tabulated by including all hours actually worked by an employee as contributing toward the forty (40) hour Work Week and only permitting or requiring the use of leave or the payment of overtime when actual hours worked exceed or fall short of the 40 hours required for a Work Week.

4.4 ~~Normal~~ Work Day.

The ~~normal w~~Work ~~d~~Day shall be determined by the Executive Director to best meet the needs of ~~each~~ the organization and the work day may vary by position depending upon the operational needs of the District.

~~5.1~~4.5 Work Hours.

A. ~~Regular f~~Full-time District employees have a regular ~~w~~Work ~~w~~Week of forty (40) hours. All Exempt employees and any Classified Employee who performs administrative support work for

the District shall generally be required to work from 8:00 A.M. to 5:00 P.M. Monday through Friday unless an alternative schedule is approved for the specific position.

~~5.2~~ B. Normal ~~w~~work hours ~~in the various work units~~ for Classified Employees who do not perform administrative support work shall be set by the supervisor, with the approval of the Executive Director. Consideration should be given to shift requirements, seasonal conditions, special service needs and other activities necessary to provide a continuity of public service. Occasionally, it may become necessary to deviate from the normal work hours due to changing District requirements, availability of properly trained and licensed employees and unforeseen events and conditions. It is the responsibility of supervisors to prescribe work hours in such cases.

~~5.3~~ C. Lunch Breaks shall be ~~determined~~ set by ~~s~~Supervisors with the approval of the Executive Director. Generally a one-hour lunch break shall be provided to all Classified employees; however, work schedules and other job-related functions may necessitate variations in the scheduling of the lunch break.

~~5.4~~ D. Relief periods are permitted for the purposes of breaking up a continuous period of work to improve the well-being and performance of employees. Relief periods ~~, other than the lunch break~~ may be granted as time permits but should be limited to fifteen (15) minutes, once in the first half of the work shift and once in the second half. ~~Employees should~~ Employees shall not combine two (2) relief periods into one, nor ~~should~~ shall they be allowed to combine a relief period with a lunch break. Relief periods shall not be ~~eliminated~~ used or skipped in a manner that ~~to~~ permits employees to start or leave their work early. ~~on a regular basis. In addition, relief periods are a privilege and care should be taken to assure that they are not abused.~~ Employees are not permitted to leave the work site during a relief period ~~break~~. Employees may be permitted to have family members or acquaintances at the work site during a relief period break if authorized in advance by their supervisor. Nothing herein shall be deemed to limit the Districts ability to provide reasonable accommodations to employees as the District deems appropriate and in compliance with all relevant laws including but not limited to the Americans with Disabilities Act.

F. Relief periods are considered hours worked; lunch breaks are considered hours not worked. Supervisors shall ~~ould~~ not permit Classified ~~nonexempt~~ employees to forego their lunch break or continue working while having lunch or allow any similar changes to the work schedule that would permit or require accumulation of uncompensated overtime.. Lunch breaks shall ~~may~~ not be eliminated or shortened so that employees can alter their regular schedule in any way unless previously approved by the employee's Supervisor and the Executive Director. ~~regularly start late or leave early.~~

4.6~~5~~ Other Employment while on duty for the District.

No employee shall engage in any other employment or self-employment, during the hours the employee is scheduled to work for the District. Violation of this Rule may be grounds for disciplinary action.

4.7~~6~~ Outside Employment.

A. It is anticipated that employment with the District will be the employee's primary duty and all employees are required to ensure that any other employment does not interfere with their ability

to fully and professionally perform their duties as District employees. All employees engaging in employment other than with the District must have prior District approval.

B. To assure no conflicts exists between District employment and outside employment (including but not limited to conflicts of interest, schedule conflicts or travel conflicts) employees who engage in employment in addition to their District employment are required to obtain written approval on a prescribed form from the Executive Director.

C. Before an employee may work for any other organization or engage in business for himself/herself, approval of the Executive Director is necessary to determine that:

1. Neither the employee nor his/her subordinates shall conduct any business connected with the employee's outside employment while on duty.

2. There is no conflict between the employee's official duties with the District and the proposed outside employment.

3. The employee is serving the District satisfactorily and will be able to do so if he/she undertakes outside employment.

D. Approval authorizes outside employment for a period of one (1) year from the time of approval. The employee must re-apply on a prescribed form for continued approval annually so long as employee wishes to continue outside employment.

~~**E.** In the case of injury or inability to perform job duties with the District due to impairments arising from outside employment, time off will be taken from the employee's earned accrued sick and annual leave.~~

~~**F.**~~**E.** Authorization to engage in outside employment shall be suspended during periods of sick or disability leave.

4.8~~7~~ Holidays and Holiday Pay

A. The holiday schedule listed herein is the official holiday schedule.

The following holidays shall be observed as paid holidays ~~through 12/31/2013 and as of 1/1/2014 the listed holidays will be replaced as noted herein~~:

January 1	New Year's Day
January	Martin Luther King Day ~~(as of 1/1/2014)~~
~~February~~	~~Presidents Day (ends as of 12/31/2013)~~
May	Memorial Day
July 4	Independence Day
September	Labor Day
October	Columbus Day
November	Veteran's Day
November	Thanksgiving
November	Day after Thanksgiving
December 24	Christmas Eve ~~(as of 1/1/2014)~~
December 25	Christmas

~~Additional holidays: Personal holiday (ends as of 12/31/2013)~~

B. All ~~regular c~~Classified, Exempt or ~~l~~Limited ~~t~~Term employees shall be paid for holidays listed herein at the employee's straight time hourly rate. Holiday pay is based on eight (8) hours of pay for full-time employees and prorated hours for part-time regular employees. An employee whose work day is in excess of eight hours will be required to utilize compensatory time or annual leave for any absence in excess of eight hours on the day that the holiday is observed unless the required use of leave is prohibited in a CBA or by law.

C. All ~~FLSA covered~~ Classified ~~e~~Employees who are required to work a holiday shall be compensated at the rate of two (2) times their hourly rate for all hours worked.

D. Whenever a legal public holiday falls on a Saturday, it will be observed on the preceding Friday and whenever a legal public holiday falls on a Sunday, it will be observed on the following Monday. Should an employee be on an authorized Leave with Pay when a holiday occurs, the holiday shall be paid and not charged against sick or vacation leave.

E. ~~accumulation.~~

~~**D.**~~

~~**E.**~~ Employees whose scheduled day off falls on the observed holiday ~~may~~ shall be given 8 hours of annual leave or compensatory time. ~~an additional vacation day, comp time or at the discretion of the Department Manager, employees may be given a compensatory day off to be used at some future day~~.

~~**F.** Employees required to work on the day a holiday is observed shall be compensated for such work in accordance with the provision on overtime.~~

~~**G.**~~**F.** In order to be eligible for holiday pay the employee must be in approved paid status on both the regular scheduled workday immediately preceding the holiday and the regular scheduled workday immediately following the holiday. Approved pay status is defined as any compensable time such as time spent at work, as well as approved vacation, approved sick leave and holidays. Employees will not receive holiday pay for an unpaid or unapproved absence(s) or unapproved sick leave usage (unless the sick leave is from a proven illness) on the regular scheduled workday immediately preceding the holiday and the regular scheduled workday immediately following the holiday.~~Employees who are absent from work due to injury or illness on the day before or after an authorized holiday maybe required, at the discretion of their supervisor, to present a doctor's statement on the nature of injury or illness as it relates to the employee's ability to work on that day in order to receive pay for the holiday~~.

~~**H.** Part-time employees who would normally work on the holiday shall be entitled to holiday pay for the number of hours they would have worked had the holiday not occurred.~~

~~**I.** Personal Holiday: Personal Holiday is eliminated as of 12/31/2013. Until that date, classified regular, exempt, and limited term employees shall be entitled each calendar year to one (1) personal holiday that must be taken as eight (8) consecutive hours within the calendar year.~~

~~**J.** Classified Regular, exempt, and limited term employees shall be entitled each calendar year to one (1) personal holiday. The leave may be used for any purpose the employee chooses. Such leave must be requested and approved in advance. Every effort will be made to accommodate~~

~~the employee's request, though approval will be subject to advance notification and the needs of the District.~~

~~**K.** The Personal Holiday must be taken as eight (8) consecutive hours.~~

~~**L.** The Personal Holiday must be taken within the calendar year or it will be forfeited.~~

~~**M.** The employee will not be compensated for the Personal Holiday upon separation, or in following calendar years if it was not used.~~

~~**N.** A classified regular, exempt, or limited term employee is eligible to request a personal holiday after six (6) months of continuous service upon initial employment with the District during that first calendar year.~~

~~**O.** Part-time employees are eligible for a personal holiday in proportion to the number of hours they would normally have worked.~~

4.~~9~~8 ~~Requesting~~ Approval of Leave~~s of Absence~~.

A. All requests for leaves of absence, with or without pay, shall be made to the immediate supervisor for approval on forms prescribed by the Executive Director.

B. All requests for leave shall be submitted in advance of the beginning date of the leave, (except requests for unanticipated sick leave which shall be submitted for approval at the earliest possible time), and the duration and kind of leaves shall be recorded on the payroll. Supervisors are responsible for providing sufficient advance notice of any employee leave to ensure that the approval of leave by the Executive Director shall be made at a time and in a manner that permits consideration of District needs prior to the employee's absence from work.

C. The Executive Director or (in the case of the Executive Director's leave the Chair of the NCRTD Board) shall regulate annual leave usage by requiring the scheduling and preapproval of leave in order to ensure proper operation of the District. In no circumstances shall an entire department be permitted to take annual leave at the same time. Supervisors shall be responsible for scheduling annual leave and seeking pre-approval of leave so as to avoid unreasonable interference with District operations. Each employee is responsible for monitoring his/her leave balances and ensuring that he/she schedules leave in a manner that will avoid unreasonable interference with District operations and the loss or conversion of leave.
~~**B.**~~

~~**C.**~~**D.** Paid leaves of absence are subject to the employee's accrued leave balance and the scheduling requirements of the Department Manager.

~~**D.**~~**E.** All requests for leave without pay are subject to the rules set forth ~~in Rule 4.13~~below.

~~4.9~~4.10 Accrual and Use of Annual Leave.

A. Annual leave is accrued in accordance with the schedule below. Part-time employees accrue a pro-rated amount of Annual Leave based on their base budgeted hours. Temporary employees do not accrue Annual Leave. ~~.~~Periods of leave without pay shall not count for the purpose of accumulation of annual leave. Employees may accumulate annual leave, but only a limited

amount may be carried forward from year to year based on the schedule below. All hours of annual leave that may not be carried forward by the end of last pay period in the calendar year will be credited to the employee's sick leave balance on the first pay period of following calendar year.

Annual Leave Accrual Schedule

Months	Length of Service	Annual Leave Hours/days	Hours Accrued (based on 80 hours worked per pay period)	Maximum Accumulation[2] (current employees)	Maximum Accumulation [3] (new employees)
0 – 48	0 thru 4 years	80 hours/10 days	3.077 hours	2 times annual accrual	240 hours
49 – 108	5 thru 9 years	120 hours/15 days	4.62 hours	2 times annual accrual	240 hours
109 -299	9 thru 24 years	160 hours/20 days	6.15 hours	2 times annual accrual	240 hours
300 +	25 years or more	200 hours/25 days	7.69 hours	2 times annual accrual	240 hours

~~A.~~B. Annual leave shall be taken for the actual number of hours absent from a normal work week ~~-~~and in increments of not less than1/4 hour increments.

~~**B.** The Executive Director or in the case of the Executive Director the Chair of the NCRTD Board shall regulate annual leave in order that the absence of an employee will not be detrimental to the work of the NCRTD. In no circumstances shall an entire department be permitted to take annual leave at the same time. Supervisors shall be responsible for scheduling annual leave so as to avoid unreasonable interference with District operations. Each employee is responsible for monitoring his/her leave balances and ensuring that he/she schedules leave in a manner that will avoid unreasonable interference with District operations and the loss or conversion of leave. Annual leave must be requested and approved in advance.~~

C. Upon termination of employment an employee shall ~~will~~ be paid for any annual leave which has been accrued but not taken.

~~**D.** Part-time regular classified employees accrue a pro-rated amount of Annual Leave based on their base budgeted hours. Temporary employees do not accrue Annual Leave.~~

~~4.10~~4.11 Family Medical Leave Act, (FMLA).

A. Eligible employees are entitled to Family Medical Leave (FML) in accordance with the FMLA.

[2] Based on an employee's length of service, employees may accumulate and carry over into the first pay period of the calendar year accrued and unused vacation, not to exceed two (2) times the annual maximum accrual.

[3] All employees hired after the effective date of adoption of these revised ~~personnel policies~~ Rules may accumulate and carry over into the following year accrued and unused vacation not to exceed 240 hours subject to the provisions in section 4.9.

B. Employees who have been employed by the District for a total of at least twelve (12) months and who have worked at least 1,250 hours during the twelve (12) months immediately preceding the start of any period of proposed FMLA leave are eligible employees. During any ~~the~~ period of unpaid leave, employees must continue to pay the employee's share of health insurance premiums.

C. Eligible employees are entitled to a total of twelve (12) work weeks of ~~unpaid~~ FMLA leave during a rolling 12-month period measured backward from the date on which the employee last used any FML for:

1. Birth of a child of the employee and care for the newborn child.

2. Placement of a child with the employee by way of adoption or foster care.

3. Care for the spouse, child, parent or one who stood in place of a parent of the employee, if that person has a serious health condition.

4. A serious health condition that renders the employee unable to perform any of the essential functions of the employee's position; or

5. Any qualifying exigency when the employee's spouse, child or parent is on active duty or is notified of an impending call or order to active duty in the Armed Forces (including the Reserves and National Guard) in support of a "contingency operation."

~~5.~~6. Any other qualifying event as established by the FMLA.

D. Military Caregiver Leave Entitlement. Eligible employees are entitled to a total of 26 work weeks in a single 12-month period per-covered service member, per-injury, measured forward from the date the employee's leave begins, to care for a spouse, child, parent, or next of kin who is a service member undergoing medical treatment, recuperation or therapy, is on out-patient status, or is on the temporary disabled retired list for a serious injury or illness. ~~FMLA defines family member as son, daughter, spouse or parent.~~

E. Employees are required to use all ~~applicable~~ available paid leave ~~accrued in conjunction~~ concurrently with FMLA leave.

F. Employees shall not accrue annual and sick leave, nor be paid for "observed or personal holidays" while on unpaid FMLA leave.

~~F.~~

G. All medical records and correspondence relating to the employee and/or their families medical conditions shall be ~~considered~~ confidential and shall be protected from disclosure to the maximum extent permitted by law. However, the District reserves the right to demand, examine and retain such medical records as are necessary to ensure proper use of FMLA leave.

H. ~~A~~ These Rules expressly authorize the District to adopt implementing policies ~~y will be developed~~ for the administration of the FMLA and procedures for FMLA monitoring and ~~its~~ use of FMLA leave.

~~H.~~**I.** The District shall require medical clearances to the extent and in the manner permitted by law as a precondition for return to work following the use of FMLA leave.

4.1~~1~~2 Sick Leave.

Sick leave is provided as a benefit to prevent or minimize an employee's loss of income during time lost due to personal and family illness or injury. Supervisors are responsible for controlling excessive absenteeism and abuse of sick leave by employees under their supervision. Employees are expected to utilize sick leave responsibly and should minimize their sick leave usage where possible.

A. Sick leave shall be taken for the actual number of hours absent from the office, and in increments of not less than one hour. All sick leave shall be accounted for by reporting its use on the approved forms upon returning to work. The Executive Director or their designee shall be authorized to approve all sick leave. The Chair of the NCRTD Board shall be authorized to approve all sick leave for the Executive Director.

B. Sick leave may be used for any period of approved absence with pay from regularly scheduled work resulting from an:

~~**A.**~~ 1. employee having an illness or injury which renders him/her unable to perform his/her duties;

~~**B.**~~ 2. an employee having a medical examination, consultation, or treatment by a licensed practitioner; or

~~**C.**~~ 3. an employee's ~~i~~Immediate ~~f~~Family ~~m~~Member ~~defined as the employee's spouse, child or parent~~ as defined by the Family and Medical Leave Act (FMLA), requiring his/her presence because of injury, illness or medical treatment.

4.1~~2~~3 Accrual Rates for Sick Leave.

A. Sick leave for full time employees shall be accrued at the rate of 3.077 hours per two-week pay period (80 hours per year) to a maximum of seven-hundred twenty (720) hours.

B. Sick leave may only be taken in the event of illness of the employee, or the employee's ~~i~~Immediate ~~f~~Family ~~(spouse, children, and parent as defined by FMLA)~~. The District may require the employee to furnish a written medical statement issued by a licensed physician or practitioner, or other evidence of illness that confirms the illness of the employee or their ~~i~~Immediate ~~f~~Family member, provides an estimate of when the employee will be able to return to work, sates whether the employees incapacity will require intermittent treatments, states the estimated frequency and duration of such treatments, and provides the estimated period for recovery, if known. ~~Abuse of sick leave shall be cause for disciplinary action.~~ If the employee's leave qualifies as protected leave under the FMLA, the District may require a medical certification as provided by federal law.

4.14 **Sick Leave Incentive Transfer/Sell Back Program**.

a. The following provisions shall apply to non-represented employees who are not already covered under the Collective Bargaining Agreement's comparable program. The intent is to give non-represented employees an additional incentive to make judicious use of sick leave.

b. Annually, 15 days prior to the first pay period in December, employees who meet the criteria described below may elect to participate in the sick leave transfer/sellback program by completing the applicable forms.

c. All employees who are separated from the District payroll before one (1) year of employment shall not be eligible to transfer/sell back unused sick leave hours under this program.

d. Employees who have accumulated sick leave in excess of 80 hours are eligible to annually transfer to their vacation leave balance or to sell back up to 80 hours of sick leave per year at the value listed below. Employees who utilize the annual sick leave transfer/sell back program must maintain a sick leave balance of 80 hours after transferring or selling any hours.

e. Those employees who participate in this program and transfer a minimum of 40 hours of sick leave annually will have their maximum vacation accumulation cap changed from the standard (two times annual accumulated leave) to three times the annual accumulation.

f. Employees utilizing the sell back of sick leave(rather than conversion to annual leave) for a calendar year will not be eligible to have their maximum vacation accumulation changed.

The percentage value at which sick leave maybe transferred to vacation leave or sold back is based upon the following:

Number of Sick Leave Hours Used Annually (calendar year)	**Percentage Transfer/Sell Back Rate**
24 hours or less	100%
25 – 32 hours	75%
33 – 40 hours	50%
41 hours or more	25%

4.15 Misuse of Sick Leave.

~~C.~~ Misuse of sick leave by an employee affects the efficiency and productivity of other employees in the workgroup, especially those who seek assistance, advice, or guidance from an absent employee. Therefore, misuse of sick leave shall be cause for disciplinary action.

"Misuse" is considered the use of sick leave for that which it was not intended or provided~~.~~ ~~and may constitute a violation of this policy~~. Examples of "misuse" may include, but are not limited to, the following:

1. Patterned sick leave usage before and/or after holidays.

2. Patterned period of sick leave usage before and/or after weekends or regular days off

~~2.~~ ;

3. Patterned period of sick leave usage after pay days;

4. Absence following overtime worked;

5. Continued pattern of maintaining zero or near zero leave balances; and/or

6. Excessive absenteeism – the use of more sick leave than is granted.

Leave required by federal or state law such as Family and Medical Leave and Workers' Compensation shall not be considered when determining whether or not there is misuse of sick leave.

If a supervisor believes that an employee is misusing sick leave, the supervisor has the discretion to require a suitable explanation or documentation to determine whether the sick leave was used in accordance with ~~ing to~~ this policy.

~~D.~~ 4.16 Upon termination of employment with the NCRTD, an employee shall not be paid for sick leave that has been accrued but not used. ~~Sick leave shall be taken for the actual number of hours absent from the office, and in increments of not less than one hour. All sick leave shall be accounted for by reporting its use on the approved forms upon returning to work. The Executive Director or their designee shall be authorized to approve all sick leave. The Chair of the NCRTD Board shall be authorized to approve all sick leave for the Executive Director.~~

~~E.~~ 4.17 Sick leave must be reported to the Executive Director, or the employee's immediate supervisor, at a minimum, two hours in advance of the employee's start of their work day. Failure to report their absence at a minimum of two hours prior to the start of their work day may result in the employee's leave being unapproved by the Executive Director or their supervisor.

~~F.~~ 4.18 If an employee has exhausted earned sick leave, and requests additional time off the Executive Director may either elect to reduce balances on any other leave such as vacation or compensatory leave or proceed with appropriate action under these rules in the event the employee fails to report for work as required.

~~G.~~ 4.19 Supervisors should refer to the Family and Medical Leave policy regarding an employee's absence from an injury, illness or temporary disability. If an employee's absence is anticipated to be more than three (3) days, or once the employee exceeds three (3) days of absence, due to either their own illness/injury or to their family member's illness/injury, the absence should be reported to Human Resources.

~~H.~~ 4.20 Employees not planning to return to work following an extended sick leave must notify their supervisor or the Human Resources Office prior to the expiration of the leave (as defined by the physician's statement). An employee who does not return to work within the time frame specified by a physician may be subject to disciplinary action.

~~I. Sick Leave Incentive Transfer Program. In order to award employees who have judicious utilized sick leave the following program has been developed.~~

~~J. Employees who have accumulated sick leave in excess of 80 hours would be eligible to annually transfer to their vacation leave balance up to 80 hours of sick leave per year at the value listed in section "N" below.~~

~~K. Employees who utilize the annual sick leave transfer program must maintain a sick leave balance of 80 hours after transferring any hours up to the maximum allowed above this amount.~~

~~L. Those employees who participate in this program and transfer a minimum of 40 hours of sick leave annually will have their maximum accumulation rate changed to three times the annual accumulation rate.~~

~~M. Annually 30 days prior to the first pay period in December, employees who meet the criteria described above may elect to participate in the sick leave transfer program by completing the applicable forms.~~

~~N. The percentage value at which the leave maybe transferred to vacation leave is based upon the following:~~

~~Number of Sick Leave Hours Used Annually~~	~~Percentage Transfer Rate~~
~~24 hours or less~~	~~100%~~
~~25 – 32 hours~~	~~75%~~
~~33 – 40 hours~~	~~50%~~

4.21~~13~~ Leave Without Pay.

A. The District may grant leave without pay (LWOP) either when required to do so by law or when, in the District's sole discretion, it determines that the following criteria are met:

i. The employee has exhausted all applicable accrued leave and compensatory time;

ii. The employee has demonstrated a clear and reasonable basis for taking leave;

iii. The District will not suffer undue hardship by holding open the employees current position or is reasonably certain it will have a position of like status and pay available at the same work location upon the return of the employee from LWOP.

iv. The leave period will not exceed thirty (30) consecutive calendar days (in the case of probationary employees) or six (6) consecutive months (in the case of Classified Employees.

~~**A.** Employees may request Leave without Pay (LWOP) for reasons, including but not limited to: illness, educational opportunities, unanticipated personal situations, or other reasons which demonstrate a pressing need for such leave. LWOP may be in the Districts sole discretion be made available after an employee has exhausted all appropriate accrued leave. However, nothing herein shall be interpreted or implemented contrary to state or federal law including but not limited to the District's policies implementing FMLA. Employees requesting LWOP must submit the request in writing to the Executive Director for approval. The District reserves the right to approve or disapprove requests for LWOP. LWOP may be granted only when it is in the best interest of the District and the granting of LWOP will not disrupt District operations.~~

~~**B.** Leave without pay, when requested, may be granted only if Executive Director can assure a position of like status and pay, at the same location, upon the return of the person from leave without pay.~~

~~**C.** If the Executive Director cannot assure a position in the same location, and the employee agrees in writing to waive that requirement, leave without pay may be granted.~~

~~**D.** Leave without pay requested by an employee may not exceed thirty (30) consecutive calendar days in the case of a probationary employee or six (6) consecutive months in the case of a classified employee. Either period may be extended only upon prior written approval of the Executive Director.~~

B. Employees shall not accrue sick or annual leave while on LWOP. ~~leave without pay.~~

C. Employees are not eligible for paid holidays while on LWOP. ~~leave without pay~~.

~~**E.**~~

~~**F.**~~**D.** Employees who desire to continue ~~Insurance Coverage~~ insurance and other benefits provided by the District while on ~~leave without pay~~LWOP, ~~(excluding approved Family and Medical Leave)~~ must make advance arrangements to pay the employees share of monthly group insurance premiums for the covered employee and any covered dependents. Where the LWOP is granted on a discretionary basis (non-FMLA leave) the employee share of all employee benefits provided by the District shall be the full cost of the benefits. Failure to pay insurance premiums or other costs of benefits may result in cancellation of coverage. Payment will be due on the first day of the month but shall have a 30-calendar day grace period before the payment is deemed overdue and the District cancels or suspends the benefit program.~~cancels coverage~~.

~~**G.**~~**E.** ~~Leave without pay~~ LWOP ~~will~~shall be recorded ~~ported~~ by the District on a ~~Human Resources~~ Personnel Action Form.

~~**H.**~~ Failure to report to work upon the expiration of approved ~~leave without pay~~LWOP may be grounds for disciplinary action up to and including termination. ~~in accordance with the provision of Rule 4.30.~~

F.

~~**I.**~~**G.** Return from leave without pay shall be recorded by the District on will be reported on a Personnel Action Form.

~~**J.**~~**H.** ~~Nothing herein shall be deemed to require t~~The Executive Director is granted the maximum discretion permitted by law to implement the provisions of these Rules regarding LWOP as he or she deems necessary and appropriate for the efficient administration of the District. ~~to grant leave without pay when requested or to limit the Executive Director's authority to place employees on leave without pay where such action is permitted under these Rules and Regulations or the law~~.

4.~~1~~4 Absence without Leave or Authorization.

A. Employees who fail to appear at work without authorized leave may be considered to be absent without leave. Unauthorized absence may be grounds for disciplinary action up to and including termination.

B. An employee who is absent from work without authorized leave for three days may be deemed by the Executive Director to have abandoned their job and voluntarily terminated their employment.

~~**B.**~~**C.** Employees who fail to obtain prior approval of leave where such prior approval is practicable may be subject to disciplinary action.

4.~~15~~ Administrative Leave.

The Executive Director may authorize ~~leave with pay~~paid administrative leave if there are exceptional circumstances and the Executive Director determines that granting paid administrative leave is in the best interests of the District. Paid administrative leave shall generally not exceed five (5) consecutive days. The Executive Director may grant additional administrative leave when deemed necessary and in the best interest of the District but shall promptly report any such extended administrative leave to the Board Chair ~~and the Board~~ along with an explanation of the bases for the leave. Nothing herein shall be deemed to require the Executive Director to grant administrative leave when requested or to limit the Executive Director's authority to place employees on administrative leave where such action is permitted under these Rules ~~and Regulations~~ or the law.

4.~~16~~ Voting Leave.

In accordance with the provision of NMSA 1978, Section 1-12-42 employees who are registered voters may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing times of the polls.

A. District management may specify the hours during this period in which the employee may be absent.

B. These provisions do not apply to any employee whose ~~w~~Work ~~d~~Day begins more than two (2) hours after the opening of the polls, or ends more than three (3) hours prior to the closing of the polls.

C. An employee who abuses voting leave by using it for purposes other than traveling to and from the polling place and voting may be charged with Leave Without Pay and subject to disciplinary action.

~~C.~~**D.** The Executive Director shall promulgate such administrative policy as he/she deems necessary for the implementation and enforcement of this Rule regarding Voting Leave.

4.~~17~~ Court, Litigation or Jury Leave.

A. General Litigation. When, employees are absent from work for a job-related reason involving litigation by the employee or the District (including testimony by employees at criminal proceedings arising from work or work related functions where the employee is not a defendant) or regulatory proceedings, by or on behalf of the District, the employee shall be entitled to leave with pay for the required period. Litigation and regulatory proceedings shall include any depositions, required hearings and any related proceedings where attendance is either required by law or in the best interest of the District. Fees received as a witness, or for appearance, excluding reimbursement for travel and meals, shall generally be remitted to the District unless the employee elects to take annual leave.

B. Jury Service. An employee shall be entitled to leave with pay for serving on a federal or state grand or petit jury. Fees received as a juror, excluding reimbursement for travel, shall be remitted to the District.

C. Compulsory Hearings or Testimony. Employees required to attend court on District matters shall receive wages for up to their regularly scheduled hours. Paid leave shall be granted for all time spent in court, hearings, regulatory proceedings and related proceedings such as

depositions and shall include net travel time, (actual travel time less the employee's regular commute). Employees must submit any witness or appearance fees received, however they shall retain any travel expense reimbursements received.

D. Release from Jury Duty. An employee who is released from jury duty shall report to work upon release or contact their supervisor if it would not be feasible to return to work. Failure to adhere to this provision will be considered unauthorized absence and may result in disciplinary action.

E. At the employee's option, the hours of leave provided under this rule may be taken as annual leave, provided that the employee has enough annual leave available. The employee under this circumstance may keep any compensation received from third parties for attendance at the proceeding.

F. Those employees who become involved in personal litigation or who testify or appear in non-District matters or are named as criminal defendants are not eligible for leave with pay, but may use accumulated annual leave subject to the conditions set forth in the Personnel Rules and Regulations or the Collective Bargaining Agreement.

~~**A.** When, in matters involving District litigation and in obedience to a subpoena, an employee appears as a witness before a federal or state grand jury or court, or before a federal or state agency, the employee shall be entitled to leave with pay for the required period. Fees received as a witness, excluding reimbursement for travel and meals, shall be remitted to the District.~~

~~**B.** A person shall be entitled to leave with pay for serving on a federal or state grand or petit jury. Fees received as a juror, excluding reimbursement for travel, shall be remitted to the District.~~

~~**C.** An employee who is released from jury duty shall report to work upon release or contact their supervisor if it would not be feasible to return to work. Failure to adhere to this provision will be considered unauthorized absence and may result in disciplinary action.~~

~~**D.**~~**G.** ~~At the employee's option, the hours of jury or court services may be taken as annual leave, provided that the employee has enough annual leave available. The employee under this circumstance may keep any compensation received from the jury or court services.~~

4.~~18~~ Military Leave.

The District shall provide such military leave as may be required by pertinent laws of the State of New Mexico and the United States of America for any District employee in the military service who is duly qualified for said leave.

4.~~19~~ Bereavement Leave.

A. In the event of the ~~the~~ an employee's Extended Family member~~immediate family~~, the District may grant up to three (3) days of bereavement leave for the employee to attend to the funeral arrangement and services. An additional leave of two (2) workdays ~~shall~~may be allowed for necessary funeral travel time when approved by the Executive Director. Workdays are defined as the employee's regular daily work schedule. Use of sick leave may be authorized in addition to bereavement leave when deemed appropriate by the Executive Director.

~~B.~~**A.** ~~A member of the employee's immediate family includes: spouse or domestic partner, child, father, mother, brother, sister, grandparent, grandchild, current mother-in-law, current father-in-law, current sister-in-law, current brother-in-law, current son-in-law, and current daughter-in-law.~~

B. ~~Department Management~~The District, in its discretion, may require some proof that a death in the family has occurred.

~~C.~~

4.Domestic Abuse Leave

District employees shall be permitted to take up to 14 days of unpaid leave per year as Domestic Abuse leave pursuant to NMSA 1978, Section 50 -4A-1 et seq. The District may require that:

A. When domestic abuse leave is taken in an emergency, the employee or the employee's designee shall give notice to the District within twenty-four hours of commencing the domestic abuse leave.

B. The District may require verification of the need for domestic abuse leave, and, if so, an employee shall provide one of the following forms of verification through furnishing in a timely fashion:

(1) a police report indicating that the employee or a family member was a victim of domestic abuse;

(2) a copy of an order of protection or other court evidence produced in connection with an incident of domestic abuse, but the document does not constitute a waiver of confidentiality or privilege between the employee and the employee's advocate or attorney; or

(3) the written statement of an attorney representing the employee, a district attorney's victim advocate, a law enforcement official or a prosecuting attorney that the employee or employee's family member appeared or is scheduled to appear in court in connection with an incident of domestic abuse.

4.~~20~~ Paid Administrative Leave for Inclement Weather ~~Leave~~.

A. Full-Day Closing ~~–~~ The District in its sole discretion my elect to grant administrative leave due to inclement weather. ~~Paid w~~Weather-related paid administrative leave ~~time due to closing will~~ shall be limited to an amount equal to the hours that the employee was scheduled to work ~~or would normally have worked~~ and was unable to work or requested or permitted not to work due to the inclement weather. No paid administrative leave shall be granted in consideration of hours worked, hours already approved for leave, or for hours that the employee was not scheduled to work.

~~A. on the day in question. If an employee has reported to work prior to the decision to close being made, weather-related time will only bring an employee up to the amount of their scheduled or normal working hours for that day.~~

B. Partial-Day Closing (delayed opening/early closing) - In the event that normal reporting time is delayed by the District due to inclement weather, employees scheduled and available to work~~ing~~ that day (not employees with previously approved leave) ~~will receive~~ may be granted paid administrative leave ~~time~~ for the period between their normal scheduled ~~or normal~~

reporting time and the rescheduled reporting time. In the event of an early closing time, those employees actually working that day will receive paid time between the rescheduled closing time and their scheduled or normal closing time.

C.

B. ~~However, e~~Employees who ~~are on~~ have sought or obtained any form of leave, ~~have called in sick, have made a decision to take annual leave,~~ or in the case of non-leave earning employees, have called ~~prior to a decision to alter operating hours~~ to advise that they will not be reporting to work, are not be eligible for ~~any additional time~~ paid administrative leave under this rule or for a refund of leave balances. ~~Weather related time will not extend employees' time beyond eight hours on the rescheduled day, nor is it considered holiday time available to those who were not scheduled to work on the day in question.~~

~~**Overtime Compensation** - Employees who are required to work additional time past their scheduled shift will be compensated per the Districts overtime policy. Employees who are designated as essential and required to respond during a severe inclement weather event will be compensated per the Districts overtime policy.~~

~~C.~~ **RULE 5- NON-DISCIPLINARY SEPARATION FROM EMPLOYMENT AND RETURN TO WORK~~~~DISCIPLINE~~

~~4.21~~5.1 Layoff - Reduction in Force (RIF).

A. The tenure for all classified employees in the District shall be continuous provided that they are not separated from employment pursuant to these Rules ~~and Regulations~~. However, this provision shall not be interpreted to prevent the layoff of employees by the District because of lack of funds or curtailment of work, when made in accordance with these Rules.

B. The Executive Director may propose to lay-off employees through a RIF only for shortage of work or funds, or other legitimate governmental reasons that do not reflect discredit on the services of the employees. The decision to lay-off employees using a RIF shall be made by the Board. All other separations from employment shall follow the pertinent ~~Rules and Regulations~~.

C. Nothing in this rule shall limit the ability, prerogative or necessity of the Board to direct the Executive Director to conduct a reduction-in-force for any and all positions and any and all departments.

D. In the event that the Board determines that the District should lay-off employees through a RIF, t~~T~~he Executive Director shall ~~in coordination with the Department Management~~ identify organizational units ~~for the purposes of a lay-off~~ and submit a written RIF plan to the Board for approval. Such organizational units may be recognized on the basis of function, funding source or other factors.

E. The Executive Director ~~must~~ shall define the classifications that will be affected within the organizational units and shall provide a rationale for recommendations made in the RIF plan. Prior to submitting the RIF plan to the Board for approval, ~~In addition~~, any employee objecting to the RIF plan or to a layoff that would separate them from employment shall be given notice of their right to a pre-RIF hearing and may request to meet with the Executive Director ~~prior to implementation of the RIF~~ and shall be allowed to present any arguments or information they have at the pre-RIF hearing.

F. All employees objecting to the RIF plan or who may be laid off shall be provided with notice of any Board meeting at which a RIF plan is proposed for adoption and shall be given the opportunity to be heard at the Board meeting. ~~In addition, any employee objecting to the RIF plan or to a layoff that would separate them from employment shall be given notice of their right to a pre-RIF hearing and may request to meet with the Executive Director prior to implementation of the RIF and shall be allowed to present any arguments or information they have at the pre-RIF hearing. Employees shall be given at least fourteen (14) calendar day's written notice of layoff.~~

~~**G.** The order of layoff in the affected classifications shall be according to the plan.~~

G. Upon approval by the District Board of a layoff plan, the Executive Director shall initiate layoffs according to the RIF Plan approved by the Board. The order of layoffs shall be according to the RIF plan. Any employee laid off pursuant to a RIF plan shall be given fourteen (14) calendar days prior written notice of the separation from employment.~~a~~

H. right of first refusal within the District. All employees affected by the lay-off shall be provided the following opportunities for re-employment by the District following a layoff:

1. Employees to be affected by the reduction in force (RIF) shall be provided the right of first refusal to any position to be filled within the District for which the employee meets the minimum qualifications, at the same or lower pay range of the position the employee currently holds, unless there is an actual layoff candidate from an earlier layoff exercising reemployment rights for the position;

2. Affected employees shall compete only with other employees affected by the reduction in force for positions subject to the right of first refusal;

3. The District's list of eligible candidates for open positions subject to the right of first refusal shall be comprised of those affected employees meeting the minimum qualifications of the position;

4. The selection of employees from the list of eligible candidates shall be based on the RIF plan and these Rules.

5. Employees shall have ten (10) days from the date of an offer to accept the position unless ~~otherwise agreed~~another time period is mutually agreed upon. ~~Employees who do not accept an offer shall not lose the right of first refusal to other positions; and~~

6. Employees who do not accept an offer shall not lose the right of first refusal to other positions but shall be removed from the list of eligibles for the position offered. A laid-off employee may refuse one right of first refusal offer. A second refusal of a right of first refusal offer will serve as a voluntary resignation and the District will have no further employment obligations to the laid off employee.

7. After six (6) consecutive months of layoff status, the District shall have no further right of first refusal or employment obligation to the laid-off employee.

~~4.22~~5.2 Return from Reduction in Force.

A. Former employees who were in classified ~~regular~~ status at the time of separation by a reduction in force and who are granted a right of first refusal under the previous Rule ~~4.21~~ shall return to work as follows:

1. ~~Former employees shall be returned~~The sequence and timing of return to work shall be according to the RIF plan;

2. Offers of employment shall be made in writing and shall be delivered by a method that provides proof of service or attempted service;

3. A former employee who is offered and accepts employment after lay off shall occupy the position within fourteen (14) days of accepting the offer of employment or forfeit the right of first refusal and have no further right of first refusal.~~; and~~

~~4. Any former employee who refuses an offer of employment or fails to respond to an offer of employment within fourteen (14) days shall be removed from the list of eligibles for the position offered.~~

B. Former employees returned to work according to the provisions of this ~~S~~section shall have that period of time they were laid off counted as time in the service for District (non-PERA) purposes, ~~shall hold the status of the position~~ and do not have to serve a new probationary period if re-employed into permanent status.

~~4.23~~5.3 Furlough-Reduced work schedule.

A. In the event of the need for a furlough, ~~Department Management and~~ the Executive Director shall submit a plan identifying organizational units to be affected by the furlough to the Board for approval to begin the furlough.

B. The furlough plan shall reduce the hours of employment for all employees within the organizational unit impacted proportionate to their regular work hours wherever possible. However, nothing in these Rules shall be interpreted as requiring the District to reduce hours in a manner that would impair District operations. Hours may be reduced on the basis of reduced operations, routes and services if such reduction is authorized by the Board approval of a furlough plan.

C. No furlough shall exceed twelve (12) months.

D. Employees shall be given at least fourteen (14) days written notice of a furlough that reduces their hours.

E. Employees shall be returned from furlough when the reasons for the furlough cease to exist. Any restoration of work hours for furloughed employees shall be allocated across all employees within the organizational unit impacted proportionate to their regular work hours.

~~4.24~~5.4 Employee Medical Separation.

~~A.~~ A. Employees who have suffered work related injury and ~~they~~ cannot perform the essential functions of their position may be placed ~~in light duty~~ modified duty as deemed necessary by the District and where such modified duty work is available. ~~Department Management~~.

B. ~~E~~employees who have suffered a job-related injury which is compensable under the Workers' Compensation Act and are physically or mentally unable to perform the essential functions of their pre-injury position, with or without reasonable accommodation, (to the extent required by the Americans with Disabilities Act) ~~and a light duty position is not available,~~ shall be involuntarily or voluntarily separated from employment without prejudice provided:

(1) the employee has been afforded modified duty to the extent the work is available and possible;
(2) all efforts to accommodate the medical restrictions of the employee have been made and documented; and
(3) the District has made reasonable efforts to find other suitable vacant positions at the same or lower pay of the pre-injury/pre-illness position for which the employee meets the established requirements and can perform the essential functions of the job, either with or without reasonable accommodation, or

.

~~B.~~

~~1.~~ (4) The employee has exhausted all paid leave and FMLA leave, and

~~2. The District has made reasonable efforts to find other suitable vacant positions within the District for which the employee meets the established requirements and can perform the essential functions of the job, either with or without a reasonable accommodation (to the extent required by the Americans with Disabilities Act).~~

C. A former employee who has separated from employment due to job-related injury and who has received or is due to receive benefits under the Workers' Compensation Act or the New Mexico Occupational Disease Disablement Law shall have reemployment rights in accordance with the provisions of Section NMSA 1978, 52-1-50.1 or 52-3-49.1. A former employee may apply for his or her pre-injury job or modified job similar to the pre-injury job, or any job that pays less than the pre-injury job that the worker is qualified for subject to the following conditions:

(1) the worker's treating health care provider certifies that the worker is fit to carry out the pre-injury job or modified work similar to the pre-injury job without significant risk of reinjury; and

(2) the employer has the pre-injury job or modified work available.

~~C. -3-49.1. The Executive Director shall be notified immediately of any injured employee who applies for a position and subsequently declines a job offer.~~

~~D.~~ D. Employees who have suffered a non-job-related injury or illness and are permanently unable to perform the essential functions of their pre-injury/pre-illness position with or without reasonable accommodation, (to the extent required by the Americans with Disabilities Act), as a result of the physical or mental disability created by the non-job-related injury or illness shall be involuntarily or voluntarily separated from employment without prejudice provided:

1. The District has made reasonable efforts to find other suitable vacant positions within the District for which the employee meets the established requirements and can perform the essential functions of the job, either with or without a reasonable accommodation (to the extent required by the Americans with Disabilities Act); and

2. The employee has exhausted all paid leave and FMLA leave.

~~E.~~ E. Notice of Contemplated Medical Separation. To initiate the involuntary medical separation of ~~a classified~~an employee, the Supervisor shall serve a notice of contemplated medical separation to the employee which:

1. describes the circumstances that form the basis for the contemplated separation;

2. gives a ~~-~~general explanation of the evidence the District has;

3. advises the employee of his or her right to inspect and obtain copies of any documentary evidence relied upon;

4. specifies what the contemplated action is; and

5. states that the employee has fifteen (15) calendar days from the service of the notice to respond in writing to the notice or to request an opportunity for an oral response.

~~F.~~ F. Response to Notice of Contemplated Medical Separation:

1. If there is a request for an oral response to the notice of contemplated separation, the Supervisor, or designee, shall meet with the employee within ten (10) days of a request for an oral response, unless the employee and Supervisor, or designee, agree to an extension of time.

2. The purpose of the oral response is an opportunity for the employee to present his or her side of the story. It is an initial check against mistaken decisions, essentially a determination of whether there are reasonable grounds to support the proposed involuntary separation.

~~G.~~ G. Notice of Final Medical Separation:

1. If the employee does not respond to the notice of contemplated separation, the Executive Director shall issue a notice of final separation within ten (10) days following the response period.

2. If the employee has filed a written response or has been provided an opportunity for oral response, the Supervisor shall provide recommendations to the Executive Director no later than ten (10) days from the date of the receipt of the response or the date of the oral response. The Executive Director shall render a written decision on the notice of final separation no later than ten (10) days from the date of the receipt of the ~~Department Director's~~Supervisor's recommendation.

3. The written decision and the notice of final separation shall:

    a. Specify the action to be taken;

    b. Describe the circumstances which form the basis for the involuntary medical separation;

    c. Give a general explanation of the evidence;

    d. Specify when the final separation will be effective; and

    e. Inform the employee that the final separation may be appealed to an independent hearing officer by submitting a written appeal to the Executive Director within fifteen (15) days of the effective date of the separation. The appeal must specify the basis for the appeal.

~~**H.**~~ H. Appeal of Final Medical Separation: Appeals of the Executive Director's decisions may be made pursuant to the provisions of these Rules regarding Appeals.

~~1. Upon receipt of a written appeal the Executive Director shall, within fifteen (15) days from the date of receipt of the written appeal, appoint an independent hearing officer to hear the appeal.~~

~~2. The selection, qualifications and procedure for disqualifying the hearing officer shall be the same as provided for in Rule 4.32.~~

~~The hearing shall be conducted in the same manner as provided for in Rule 4.33.~~

~~3.~~

~~**4.25 Employee Performance and Development Plan.**~~

~~**A.** The performance of each employee will be appraised by the immediate supervisor at the completion of the probationary period and annually thereafter with an optional interim appraisal done at the sixth month.~~

~~**B.**~~**A.** ~~This appraisal will be documented on a form approved by the Executive Director and will become a part of the employee's personnel file.~~

~~**C.**~~**A.** ~~Supervisors may prepare performance development plans whenever it is deemed appropriate, such as when a supervisor wishes to make an employee's performance a matter of record and upon change of supervisors.~~

~~**D.**~~**A.** ~~The Director will provide a training program in the proper method of appraisal for supervisory employees.~~

~~**4.26 Acknowledgment of Receipt of Plan.**~~

~~Employees will acknowledge in writing, receipt of performance and development plans. In instances where an employee declines to sign such acknowledgment, the Department Management will verify in writing that the employee received the performance and development plan.~~

~~**4.27 Rebuttal of Performance Appraisal.**~~

~~Employees may submit rebuttal statements to performance and development plans which will be attached to the performance and development plan. Management may consider the rebuttal and may elect to change the performance and development plan based upon the rebuttal. But, nothing in the rebuttal shall serve to abridge management's right to prepare, submit, evaluate, update and potentially take disciplinary action based on the performance and development plan nor shall management be compelled to change its performance and development plan by the submission of a rebuttal.~~

~~4.285.5 Drug and Alcohol Policy~~

~~The District Drug and Alcohol policy is separately adopted and may be revised from time to time but shall be deemed a part of these Rules and Regulations and is hereby integrated by reference.~~

RULE 6 - DISCIPLINARY ACTIONS

~~4.29~~ 6.1 Oral and ~~/~~Written Reprimands

A. Supervisors may reprimand an employee for just cause whenever they violate these Rules, or the law. Oral Reprimands ~~may~~ shall be documented on a form prescribed by the Executive Director. Written R~~r~~eprimands may be issued for just cause by the Executive Director with or without a recommendation of the direct ~~s~~Supervisor. Oral and W~~w~~ritten ~~r~~Reprimands may not be administratively appealed but the employee may respond to the Oral or Written Reprimand and may require that a record of the response be included in the employee's personnel file.

B. If after six (6) months of continuous employment (excluding all leave) from the effective date of an ~~o~~Oral R~~r~~eprimand the employee has:

1. shown improvement and;
2. no other infraction has occurred; and
3. the reprimand did not involve a safety violation;

~~**B.** ~~,~~then he/she may request that documentation of the Oral ~~r~~Reprimand be removed from his/her personnel file. Such requests should be made to the Executive Director and approved by the respective supervisor. Approval shall only be granted if the employee demonstrates to the Executive Director's satisfaction that the above criteria have been met.

C. Written reprimands will not be removed from an employee's personnel file unless required by a court of competent jurisdiction.

~~4.30~~ 6.2 Dismissal, Demotion, Suspension ~~Procedures~~

The Executive Director shall have the authority to enforce and administer these Rules by all legal and proper means. Appropriate disciplinary action shall include Dismissals, Demotions and Suspensions. Demotions shall generally be utilized only in instances where the employee has demonstrated an inability to perform job duties and has performance or attendance issues but has not engaged in willful or negligent misconduct under these Rules. Even in the absence of an appeal by the employee, the Executive Director, by his own authority, may affirm, modify, or reject any Disciplinary Action taken by a Supervisor.

~~**A. Dismissal.** A dismissal is separation of an employee from his/her employment with or without cause.~~

~~**B.**~~**A.** ~~**Demotion.** A demotion is an action changing an employee's position to another position with a lower salary range and a reduction in pay. Demotions only may be made to a position in a classification for which the employee is qualified.~~

~~C.~~A. ~~**Suspension.** A suspension is the temporary removal of an employee from his/her work assignment without pay. Employees covered by the Fair Labor Standards Act (FLSA) shall only be suspended without pay as permitted by the FLSA. *See e.g.* 29 C.F.R. 602 (full-work week suspensions for any disciplinary reason); 29 C.F.R. §541.602(b)(4)(less than full-work week suspensions for infractions of major safety rules); 29 C.F.R. §541.602(b)(5)(less than full-work week suspensions for violations of workplace conduct rules such as sexual harassment, workplace violence, drug or alcohol violations etc., but not for performance or attendance issues).~~

~~D.~~A. Employees in limited-term, temporary, emergency or probationary status may be dismissed, suspended, or demoted without cause and for any reason the Executive Director deems appropriate. Employees must be advised in writing of the reasons for the dismissal, demotion, or suspension.

~~E.~~A. B. Classified ~~regular~~ employees (who have successfully completed their probationary or extended probationary period) may be dismissed, demoted, or suspended only for ~~j~~Just ~~c~~Cause. ~~Just cause includes, but is not limited to:~~

~~A.~~

~~1.~~A. ~~Violation of or failure to comply with the Federal or State Constitution, Statutes, or District Policies, District Rules and Regulations and District Resolutions;~~

~~A.~~

~~2.~~A. ~~Indictment by a grand jury;~~

~~A.~~

~~3.~~A. ~~Conviction of or entrance of a plea of guilty or nolo contendere to a felony or other crime which has or may have a material adverse effect on the employee's ability to carry out their duties or upon the reputation of the District;~~

~~A.~~

~~4.~~A. ~~Careless, negligent, or improper use of District property, equipment, or funds;~~

~~A.~~

~~5.~~A. ~~Insubordination, which shall consist of violation of any official regulation or order or failure to obey, comply or accept any proper directions made and given by a supervisor in the course of employment, or any verbal ridicule of a supervisor by an employee during the course of employment;~~

~~A.~~

~~6.~~A. ~~Inefficiency, incompetence or negligence in the performance of assigned job duties or failure to perform job requirements or job performance which continues to be unsatisfactory;~~

~~A.~~

~~7.~~A. ~~Disorderly conduct or threats or abuse of others;~~

~~A.~~

~~8.~~A. ~~Chronic tardiness or absenteeism, or the improper or unauthorized use of leave privileges or benefits;~~

~~A.~~

~~9.~~A. ~~Stealing from the District or from other employees;~~

~~A.~~

~~10.~~A. ~~Taking unauthorized leave or job abandonment.~~

~~A.~~

~~11.~~A. ~~Fai lure to obtain and maintain a current license or certificate required as a condition of employment;~~

~~A.~~

~~12.~~A. ~~Intentional falsification or mishandling of District records;~~

~~A.~~

~~13.A. Fraud in securing employment with the District or attempting to secure a promotion or a position by political influence;~~

~~A.~~

~~14.A. Unauthorized or illegal use, sale, or possession of alcohol or illegal drugs, or being under the influence of such substances while on duty;~~

~~15.A. Gambling for money or articles of value during the working period;~~

~~A.~~

~~16.A. Unauthorized discussion or release of confidential information documents or records;~~

~~A.~~

~~17.A. Harassment and/or discriminatory behavior towards any person because of race, color, religion, gender, sexual orientation, gender identity, age, national origin, and disability; or~~

~~A.~~

~~18.A. Action which reflects poorly upon the integrity of the District.~~

~~A.~~

~~F.A. Time Limits:~~

~~In the event the last day of a time limit falls on a weekend or legal holiday, the time limits shall be extended to include the next working day. Receipt of written notice shall mean the day that the notice is received if hand-delivered or the day the notice is postmarked by certified mail, return receipt requested to the address of record for the employee or the date an e-mail is sent unless there is reason to believe the e-mail recipient did not actually receive the e-mail.~~

~~G.~~ C. The dismissal, demotion or suspension of a classified ~~regular~~ employee shall be accomplished according to the following procedures:

~~1. Notice of Contemplated Action:~~

~~2. To initiate the suspension, demotion, or dismissal, the Supervisor shall serve a notice of contemplated action on the employee which: describes the conduct, action, or omissions which form the basis for the contemplated action; gives a general explanation of the evidence the Supervisor has; specifies what the contemplated action is; and states the date, time and place of the predetermination meeting, and that the employee may waive the right to the meeting by notifying the Supervisor in writing prior to the start of the meeting.~~

~~3. At the predetermination meeting the employee shall briefly have the grounds and the proposed action explained to him/her and shall have the right to respond. The purpose of the response is an opportunity for the employee to present his or her side of the story. It is an initial check against mistaken decisions, essentially a determination of whether there are reasonable grounds to believe that the charges against the employee are true and support the proposed action. The employee shall have the right to representation and the meeting may be recorded by either party.~~

1. To initiate the suspension, demotion, or dismissal, the Supervisor shall serve a Notice of Contemplated Action on the employee by such means as are reasonably calculated to ensure the employee has actual notice of the proposed Disciplinary Action. In general, the District shall send the notice by registered mail to the employee's current address as indicated in the employee's personnel file. Additional notice may be given in person, by electronic mail or in any other manner that the District deems appropriate.

2. The Predetermination Meeting shall be set for a date within ten (10) working days of the Mailing of the Notice of Contemplated Action.

3.

Within ~~seven~~ten (~~7~~10) days from the date of the predetermination meeting, the Supervisor or designee shall notify the employee in writing if no disciplinary action will be taken or shall serve the employee with a Disciplinary Action Form and supporting documentation The Disciplinary Action Form shall state what disciplinary action is being recommended and when the proposed action will take effect, absent an appeal to the Executive Director.

~~4. .~~

~~5. Supervisor's Disciplinary Decision: If a decision is made to proceed with the disciplinary action, the Supervisor or designee shall serve the employee with a Disciplinary/Corrective Action Form and supporting documentation within seven (7) days from the date of the predetermination meeting. If it cannot be delivered personally, it will be sent by certified mail, with return receipt requested, to the employee's last address on record.~~

~~a. The Notice of Proposed Disciplinary Action shall state what disciplinary action is being recommended and when the proposed action will take effect, absent an appeal to the Executive Director.~~

~~b.~~ No ~~d~~Disciplinary ~~a~~Action shall be final until the Executive Director has approved and signed the Disciplinary~~/Corrective~~ Action Form.

~~6. Appeal of the Supervisor's Decision: If the employee wishes to appeal the dismissal, demotion, or suspension, the employee shall submit a written notice of appeal to the Executive Director within seven (7) days from receipt of the Disciplinary/Corrective Action Form. The written notice of appeal shall state the specific reason(s) the employee disagrees with the discipline and any other basis for the appeal.~~

~~7. The Executive Director shall review the written notice of appeal and respond in writing by preparing a Written Notice of Final Decision within seven (7) days from the date of service of the written appeal. The Executive Director's decision may affirm, modify, or reject the disciplinary action. The Executive Director may, within this time period, request a meeting with the employee to discuss the appeal and its settlement. Even in the absence of an appeal by the employee, the Executive Director, by his own authority, may affirm, modify, or reject the disciplinary action.~~

~~8. The Written Notice of Final Decision must:~~

~~a. Document the date, time and place of the predetermination meeting;~~

~~b. Identify the specific misconduct;~~

~~c. Specify the disciplinary action, if any, to be taken;~~

~~d. Specify the effective date of the dismissal, demotion, or suspension which must be at least seven (7) days after the date of the Written Notice of Final Decision (during this seven day period the Executive Director may place the~~

~~employee on paid administrative leave if deemed in the best interest of the District);~~

~~e. Inform the employee that the disciplinary action may be appealed to an independent hearing officer by submitting a written appeal to the Executive Director within fifteen (15) days of the effective date of the dismissal, demotion, or suspension; and~~

~~f. Be delivered personally to the employee by the employer or by certified mail, with return receipt requested, to the employee's last address on record.~~

~~9. The Executive Director may, when deemed in the best interest of the District, extend the time limit for providing the employee with the Notice of Final Decision~~

~~Employees who have been dismissed from employment for disciplinary reasons shall not be eligible for rehire.~~

D. The dismissal, demotion or suspension of an At-Will employee may be accomplished according to the preceding procedures for Classified employees but the District reserves the right to abridge or suspend the procedural protections for an At-Will employees to the maximum extent permitted by law. The District may, in its sole discretion, elect to offer Exempt and At-Will employees the option to voluntarily resign their position prior to taking a Disciplinary Action under these Rules.

E. Employees who have been dismissed from employment for disciplinary reasons shall not be eligible for rehire and a note or record to that effect shall be retained in the employee's personnel file.

~~10.~~

6.3 Appeals of Dismissals, Demotions and Suspensions.

A. If an employee wishes to appeal a dismissal, demotion, or suspension, the employee shall submit a written Notice of Appeal to the Executive Director within ten (10) days from receipt of the Disciplinary Action Form. The written notice of appeal shall state the specific reason(s) the employee disagrees with the discipline and any other basis for the appeal.

B.

The Executive Director shall review the written Notice of Appeal and respond in writing by preparing a written Notice of Final Decision within ten (10) days from the date of actual receipt of the Notice of Appeal. The Executive Director's decision may affirm, modify, or reject the disciplinary action. The Executive Director may, within this time period, request a meeting with the employee to discuss the appeal and its resolution.

The Executive Director may, when deemed in the best interest of the District, extend the time limit for providing the employee with the Notice of Final Decision

~~4.31~~ 6.4 Appeal of the Notice of Final Decision. ~~Executive Director's Disciplinary Action Decision and Appointment of Hearing Officer~~.

A. Selection of Hearing Officer.

~~A.~~ Only suspension, demotions and termination may be appealed under this section. In order to file a valid appeal under this section, an employee shall submit a written ~~n~~Notice of ~~a~~Appeal

to the Executive Director within) ten (10) calendar days of receipt of the Executive Director's ~~disciplinary action decision~~Notice of Final Decision. The Executive Director shall, within twenty (20) days from the date of service of the ~~written appeal~~Notice of Appeal, appoint an ~~outside~~ independant hearing officer to hear the appeal. Appeals not filed within ten (10) days shall be dismissed for lack of jurisdiction.

1. The hearing officer shall be a licensed New Mexico attorney or a person experienced in personnel administration. The NCRTD shall ~~obtain prior approval from and~~ maintain a schedule with the names of one or more persons qualified under these rules who ~~will be~~is willing and able to fulfill the requirements of hearing officer.

~~1.~~2. Prior to proceeding with the appeal the hearing officer shall provide each party an opportunity to state any objections they have regarding the hearing officer. After considering any objections, the hearing officer in his or her sole discretion shall determine whether he or she can afford a fair and impartial hearing.

~~2.~~ The hearing officer shall verify to both parties that he/she has no conflicts of interest and can remain fair and impartial prior to proceeding with the appeals hearing. ~~not participate in any adjudicatory proceeding if, for any reason, the hearing officer cannot afford a fair and impartial hearing to either party.~~

~~3. The employee or District may ask to disqualify the designated hearing officer for cause by filing an affidavit of disqualification within ten (10) days of the hearing officer's designation or immediately upon subsequently learning of the grounds for disqualification. The affidavit must state the particular grounds for disqualification. The designated hearing officer shall rule on motions for disqualification.~~

~~4.~~3. No person shall discuss the merits of the appeal with the designated hearing officer unless both parties are present or their representatives are present. Ex parte contacts and any other actions which could cause bias are prohibited and shall be regulated by the hearing officer to ensure the process remains fair and impartial. Hearings on appeals shall comply with the requirements of fundamental due process and shall at a minimum provide, notice, an opportunity for the parties to be heard, the opportunity for parties to submit witnesses and evidence under oath, and the right to cross-examination.

~~4.32~~ **B. Hearings.**

~~A.~~ 1. The hearing officer will determine the date and time of the hearing.

~~B.~~ 2. A party may appear at the hearing through a representative, provided such representative has made a written entry of appearance and divulged any potential conflicts of interest prior to the hearing date.

~~C.~~ 3. The hearing officer may clear the room of witnesses not under examination, if either party so requests. The District is entitled to have the Executive Director or his/her designee, in addition to its representative, in the hearing room during the course of the hearing, even if the person may testify in the hearing.

~~D.~~ 4. The District shall present its evidence first.

~~E.~~ 5. Oral evidence shall be taken only under oath or affirmation.

~~F.~~ 6.Each party shall have the right to:

~~1.~~ a. Make opening and closing statements;

~~2.~~ b. Call and examine witnesses and introduce exhibits; and

~~3.~~ c. Offer rebuttal evidence.

~~4.~~ d, Cross-examine the opposing party's witnesses.

~~G.~~ 7. The hearing shall be conducted in an orderly and informal manner without strict adherence to the rules of evidence that govern proceedings in the courts of the state of New Mexico. In order to support the hearing officer's decision, there must be a residuum of legally competent evidence admissible to support a verdict in a court of law.

~~H.~~ 8. The hearing officer shall admit all evidence, including affidavits, if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs. The hearing officer shall exclude immaterial, irrelevant, or unduly cumulative testimony.

~~I.~~ 9. The hearing officer may take administrative notice of those matters in which courts of this state may take judicial notice.

~~J.~~ 10. The rules of privilege shall be effective to the extent that they are required to be recognized in civil action in the District Courts of the State of New Mexico.

~~K.~~ 11. The hearing shall be recorded by a sound-recording device under the supervision of the hearing officer.

~~L.~~ 12. The District carries the burden of proof by a preponderance of the evidence.

~~M.~~ 13. At least fifteen (15) days prior to the hearing, the parties must submit to the hearing officer:

~~1.~~ a. a position statement

~~2.~~ b. a witness list

~~3.~~ c. an exhibit list.

14. At least five (5) days prior to the hearing a party must file any objections to the other party's witnesses or exhibits with the hearing officer. Witnesses who are not disclosed by this deadline or the deadline contained in a pre-hearing order, if any, shall not be permitted to testify except for good cause shown and to prevent manifest injustice.

~~N. Subpoenas:~~

~~1. The hearing officer has the power to subpoena witnesses.~~

~~2. Subpoenas shall be prepared in triplicate by the party requesting the subpoena and will be issued by the hearing officer. A copy of each subpoena shall be sent to the opposing~~

~~party by the requesting party, together with a transmittal letter listing all persons subpoenaed.~~

~~3. Subpoenas shall be hand delivered unless otherwise agreed to.~~

~~4. In order to compel attendance at a hearing, the subpoena shall be received by the witness at least seventy-two (72) hours prior to the time the witness is to appear. The hearing officer may waive this rule for good cause shown.~~

~~5. Employees under subpoena shall be granted administrative leave for the time spent at the hearing and the time spent traveling to and from the hearing.~~

~~O.~~ C. Hearing Officer's Decision.

~~1.~~ 1. The hearing officer's decision shall be issued within twenty (20) days of the hearing, unless an extension is otherwise agreed to by the parties. The hearing officer's decision shall include findings of fact and conclusions of law. The hearing officer shall provide a copy of the decision to the parties by ~~certified mail with return receipt requested~~registered mail.

~~2.~~ . 2. The hearing officer may uphold, modify, or reverse the decision of the Executive Director.

~~3.~~ . 3. In the event that the hearing officer order includes an award of back pay, the employee shall provide the District with a sworn statement and documentation of any gross earnings and unemployment compensation since the effective date of the disciplinary action. The District shall be entitled to offset earnings and unemployment compensation received during the period covered by the back pay award against the back pay due. The hearing officer shall retain jurisdiction of the case for the purpose of resolving any disputes regarding back pay.

~~4.~~ 4. The decision of the hearing officer shall be the final step in the administrative process provided for by these Rules.

~~4.33~~ RULE 7 ADMINISTRATIVE DISPUTE RESOLUTION PROCEDURES ~~Purpose.~~

7.1 Purpose

The purpose of this procedure is to secure, in an atmosphere of courtesy and cooperation, an equitable solution to personnel matters, employment practices, or job-related conflicts that may arise. This procedure may not be used for appealing disciplinary actions. Disciplinary actions must be appealed according to the provisions in preceding Section of this Rule.

~~4.34~~ 7.2 Jurisdiction.

~~A.~~ All classified ~~regular~~ employees and limited term, non-probationary employees within the District are afforded the right to utilize the Administrative Dispute Resolution Procedures.

~~B.~~ When two or more disputes are filed which require investigations of a common question of law or fact arising out of the same circumstances, the Executive Director may consolidate them into one dispute.

~~C.~~ Disputes must be current, concerning matters having taken place within ten (10) days of the violation.

~~D.~~ Case files and record keeping of hearings are the Executive Director's or designee's responsibility.

~~4.35~~ 7.3 **Dispute Defined.**

A dispute may be considered as an expressed dissatisfaction, whereby an employee believes that he/she has been unfairly treated in violation of the District's Personnel Rules and Regulations regarding personnel matters. These Rules and Regulations are expressly limited to personnel disputes and do not cover non-personnel matters or matters that are covered by a separate legal regime such as worker's compensation.

7.4 Form of Complaint.

The Complaint shall at a minimum contain the following. Howver, the lack of complete information at the time of filing shall not constitute grounds for refusal to accept a complaint.

~~The complaint must contain, at a minimum, the following defined facts:~~

A. The date on which the alleged violation of the ~~District Personnel Rules and Regulations~~Rule took place.

B. The specific ~~violation of the District Personnel Rules and Regulations~~ Rule allegedly violated and about which the complaint is made.

C. Facts and other pertinent information to support the allegations.

D. The remedial action sought by the complainant~~grievant~~.

~~The lack of complete information at the time of filing shall not constitute grounds for refusal to accept a complaint.~~

~~4.36~~7.5 **Complainant's Rights.**

At any stage during the presentation of the complaint, including the counseling stage, the complainant shall be free from restraint, interference, coercion, discrimination, or reprisal and shall have the right to be accompanied, represented, and advised by a representative of his/her own choosing.

~~**4.37 Relevant Facts.**~~

~~**A.** The complaint must contain, at a minimum, the following defined facts:~~

~~**B.A.** The date on which the alleged violation of the District Personnel Rules and Regulations took place.~~

~~**C.A.** The specific violation of the District Personnel Rules and Regulations about which the complaint is made.~~

~~**D.A.** Facts and other pertinent information to support the allegations.~~

~~E.A. The remedial action sought by the grievant.~~

~~F.A. The lack of complete information at the time of filing shall not constitute grounds for refusal to accept a complaint.~~

~~4.38~~ 7.6 Review **Procedures.**

~~Time Limits:~~

~~In the event the last day of a time limit falls on a weekend or legal holiday, the time limits shall be extended to include the next working day. Receipt of written notice shall mean the day that the notice is received if hand-delivered or the day the notice is postmarked by certified mail, return receipt requested to the address of record for the employee or the date an e-mail is sent unless there is reason to believe the e-mail recipient did not actually receive the e-mail.~~
~~The time limits set forth in this procedure may be subject to extension under exceptional circumstances as determined by the Executive Director. In processing the complaint, the following procedure shall apply:~~

A. Step 1: Immediate Supervisor Level

Employee submits, in writing, his or her complaint in regard to a violation of the Rules ~~and Regulations~~ within ten (10) days of the violation, to his or her ~~s~~Supervisor. The S~~s~~upervisor shall respond within ten (10) days of receipt of the written complaint by speaking with the employee. If the complaint is not resolved at this meeting, the immediate ~~s~~Supervisor shall provide to the employee a written response. If a satisfactory solution is not reached within ten (10) days after speaking to the immediate ~~s~~Supervisor, the grievance may be submitted to Step 2 by filing the complaint with the next higher ~~s~~Supervisor within five (5) days after receipt of the written response by the immediate ~~s~~Supervisor. If the immediate S~~s~~upervisor is the highest level of ~~s~~Supervisor for the employee, the grievance shall be moved directly to Step 3.

B. Step 2: Second Level

If the complaint is not satisfactorily resolved at Step 1, the complaint may be submitted to any intermediate ~~s~~Supervisor who is above the direct supervisor but below the Executive Director. . The intermediate S~~s~~upervisor shall respond in writing within ten (10) days of receipt of the written complaint and may, within this time period, request a meeting with the employee to discuss the complaint and its settlement. If the complaint is not satisfactorily resolved at this level, the complaint may be submitted to Step 3 by filing with the Executive Director within five (5) days after receipt of the written response by the intermediate ~~s~~Supervisor.

C. Step 3: Executive Director

If the complaint is not satisfactorily resolved at Step 2, the complaint may be submitted to the Executive Director. The Executive Director shall respond in writing within ten (10) days of receipt of the complaint and may, within this time period, request a meeting with the employee to discuss the complaint and its resolution. The Executive Director's decision shall be final.

RULE 5 – WORK HOURS

5.1 Regular full-time District employees have a regular work week of forty (40) hours.

5.2 Normal work hours in the various work units shall be set by the supervisor, with the approval of the Executive Director. Consideration should be given to shift requirements, seasonal conditions, special service needs and other activities necessary to provide a continuity of public service. Occasionally, it may become necessary to deviate from the normal work hours due to changing requirements. It is the responsibility of supervisors to prescribe work hours in such cases.

5.3 Lunch Breaks shall be determined by supervisors with the approval of the Executive Director. Generally a one-hour lunch break shall be provided to all employees; however, work schedules and other job-related functions may necessitate variations in the scheduling of the lunch break.

5.4 Relief periods, other than the lunch break may be granted as time permits but should be limited to fifteen (15) minutes, once in the first half of the work shift and once in the second half. Employees should not combine two (2) relief periods into one, nor should they be allowed to combine a relief period with a lunch break. Relief periods shall not be eliminated to permit employees to start or leave early on a regular basis. In addition, relief periods are a privilege and care should be taken to assure that they are not abused. Employees are not permitted to leave the work site during a relief period break. Employees may be permitted to have family members or acquaintances at the work site during a relief period break if authorized in advance by their supervisor.

Relief periods are considered hours worked; lunch breaks are considered hours not worked. Supervisors should not permit nonexempt employees to forego the lunch break or continue working while having lunch. Lunch breaks may not be eliminated or shortened so that employees can regularly start late or leave early.

RULE ~~86~~ – RECORDS AND REPORTS

~~68~~.1 District Official Personnel Records.

The official personnel records for each employee of the District shall be maintained in the Human Resources Office. Such records shall include a copy of the employee's application, the original copy of each performance appraisal reports, and any other PAF or other pertinent information. Such records shall be made available for inspection by the employee and his/her supervisors, as well as ~~Department Management considering the employee for promotion or transfer and by~~ any person employed by the District and authorized by the Executive Director to do so.

~~68~~.2 Employee Personnel Files.~~Rights.~~

Employees shall be provided a copy of any material placed in their official personnel record and may present a written response to any material in the record to be attached to the original material.

~~68~~.3 Confidentiality of Records.

A. ~~Only those~~ The District shall maintain personnel records confidential to the extent permitted by law. Personnel records which are subject to inspection under the New Mexico Inspection of Public Records Act or other state and federal laws, or by order of a court of competent jurisdiction, or a validly issued subpoena, will not be kept confidential. ~~be subject to inspection. by members of the public~~. Any ~~P~~personnel records ~~not subject to inspection~~ may be inspected with the written permission of the employee or by authorized representatives, agents and employees of the district ~~. Supervisors within the employee's chain of command may inspect the employee's record~~ without the employee's permission.

B. For the purpose of preserving the confidentiality of personnel records, the following records may be inspected by the public only with the written permission of the employee. These records include records pertaining to:

1. physical or mental examinations and medical treatment of persons confined ~~–~~ to any institution, use of sick leave, FMLA leave;
2. letters of reference concerning employment, licensing, or permits;
3. letters or memoranda which are matters of opinion;
4. documents concerning infractions and disciplinary actions;
5. performance appraisals;
6. college transcripts; and
7. military discharge if other than honorable.

RULE ~~7~~9 – EMPLOYEE BENEFITS PROGRAMS

~~As a standard for assignment, for retirement, fringe benefits and annual salary increases under these rules and regulations, the following shall apply:~~

~~**A.**~~ 9.1 ~~Full-time regular e~~Employees ~~– Shall~~are eligible to receive the following benefits ~~be eligible for participation in the following~~ subject to the District and any third party rules and regulations governing said benefits:

1. Public Employees Retirement Association of New Mexico (PERA);
2. New Mexico Retiree Health Care Authority;
3. Social Security;
4. 457 Deferred Compensation Plan;
5. Insurance benefits;
6. Additional fringe benefits identified in these ~~Personnel~~ Rules ~~and Regulations~~ and administrative policies ~~that are applicable to this classification~~.

~~6.~~7. Benefits conferred as a part of any District approved programs for employee recognition, employee wellness, and employee morale and team-building.

~~**B.**~~ 9.2 Part-time ~~regular~~ employees - Shall be eligible for participation in the above mentioned benefits, on a pro-rated basis, subject to rules and regulations governing said benefits. Pro-ration is based on the ratio of hired hours to the number of hours in the normally scheduled work period

~~**C.**~~ 9.3 Temporary employees - Shall not be eligible for participation in the ~~fringe~~ benefits identified herein. When a temporary employee is converted from temporary to regular or limited-term, without a break in continuous service, the following shall apply:

1. Eligibility for participation in retirement benefits shall be based on the date the employee was converted to probationary, ~~regular~~ or limited-term status.
2. The service date, as defined in these rules and regulations, shall be used in ~~-~~computing annual leave~~,~~ and sick leave;
3. Eligibility for participation in ~~the salary~~any pay increase process shall be based on the date the employee was converted to probationary, ~~regular~~ or limited-term status;
4. If the employee is converted to a Classified ~~regular~~ or limited-term position, the date of this conversion shall be used in computing the probationary period.

~~**D.**~~ 9.4 Limited-term employees - Shall be eligible for participation in ~~the following subject to rules and regulations governing said~~ benefits:

~~1. Public Employees Retirement Association of New Mexico (PERA);~~

~~2. Social Security;~~

~~3. New Mexico Retiree Health Care Authority;~~

~~4. 457 Deferred Compensation Plan;~~

~~5. Insurance benefits;~~

~~6. Additional fringe benefits identified in the Personnel Rules and Regulations and administrative policies that are applicable to this classification.~~

RULE 8 – WORKER'S COMPENSATION BENEFITS

8.1 Reporting on the Job Injuries

Employees are insured under the provisions of the New Mexico Worker's Compensation Act, NMSA 1978 §§ 52-1-1 et seq., (the "Act") for job-related injuries or occupational illnesses and both the employer and employees must fulfill their respective legal duties under the Act including reporting on-the –job injuries.

A. Employees are required to report all on the job accidents, regardless of how minor. The supervisor shall ensure that the employee immediately receives all required medical treatment.

B. An NCRTD accident form is available from the Human Resources Office and shall be completed by the employee. Employer's First Report of Injury or Illness packet shall be completed by the supervisor within 24 hours of the incident. In addition, the employee must submit a HIPAA compliance Authorization for Disclosure of Protected Health Information form within twenty--four (24) hours of the incident, whenever possible.

8.2 Medical Procedures

A. Emergencies. In the event of traumatic on the job injury/illness situations or when a medical emergency exists, the employee may go to the nearest emergency room or urgent care center. All follow up medical treatment must be coordinated by a physician designated by the District. If the District has not designated a physician the employee may see their personal physician.

B. Non- emergencies. An employee with a non-emergency, work related injury/illness shall see a physician designated by the District or their personal physician. That physician will provide medical treatment and/or initiate all referrals for advanced or specialized care, depending upon the nature of the medical problem.

C. Post-Accident Alcohol and Controlled Substance Testing (CDL and non CDL). These incidents are not covered under the Worker's Compensation policy and instead shall be covered by the District's Drug and Alcohol policy.

D. Compensation. The decision to approve or deny a claim for benefits is made by the District's insurer of record, not by the District itself. If an employee's claim is approved for benefits, any and all payments relating to the injury/illness will be made directly by the District's insurer.

E. Waiting Period. There is a seven (7) day waiting period before an employee becomes eligible to receive payment for lost wages. Employees shall use sick leave, vacation leave or accumulated compensatory time for any time missed from work due to the work related injury/illness so that pay will continue from the District. If available leave has been exhausted, the employer will grant Leave without Pay (LWOP) for missed work time and all applicable provisions of the personnel rules will apply including those related to the payment of insurance premiums.

F. FMLA leave. Any applicable FMLA leave for serious health conditions as defined under FMLA, will run concurrently with employee's worker's compensation absence. Because worker's compensation absences are not unpaid leave, the provisions for substitution of paid leave is not applicable. An employee whose Worker's Compensation leave exceeds the FMLA leave period and who has exhausted all paid leave will be placed on LWOP pursuant to Section

4.13 of the personnel rules and all applicable provisions will apply including those related to the payment of insurance premiums.

~~**8.3 Return to Work Procedures**~~

~~Prior to returning to work, an employee injured in the course of employment shall obtain a release from the treating physician and shall take that release, including any restrictions to the Human Resources Office. If the employee is released without restrictions, he or she shall return immediately to his or her assigned work.~~

RULE 9 – RETURN TO WORK (FROM ILLNESS/INJURY) PROGRAM

Generally the District's Return to Work (RTW) Program attempts to provide temporary modified work duty to employees who have suffered an injury or illness and as a result are not immediately able to return to their regularly assigned duties without modification to their work duties. The goal of the RTW Program is for the District to retain and accommodate injured/ill employees and to work with the employee's physician to transition the employee back to full, unrestricted and unmodified work duties. The availability of modified work duties under the RTW Program is within the sole discretion of the District unless otherwise required by law. Notwithstanding any rule or provision herein to the contrary, the District shall at all times comply with requirements of the Americans with Disabilities Act and shall provide reasonable accommodations and such other measures as are required by law in the case of disabled persons.

9.1 Employees who experience an on the job injury or illness which results in their temporary inability to return to the full range of duties of their regular position classification, shall accept transitional work assignments if offered by the District.

9.2 Employees who experience an off the job injury or illness which results in their inability to return to the full range of duties of their regular position classification may be eligible for transitional work assignments if offered by the District and if consistent with the provisions -of New Mexico and District workers' compensation laws, rules and regulations.

9.3 Transitional work assignments will consist of work which is within the restrictions outlined by the employee's health care provider. The employee's health care provider must provide a specific listing of limitations and the anticipated recuperation time prior to the employee's returning to work without limitations. Such assignments may include, but are not necessarily limited to:

A. Part-time or fulltime, with a temporary waiver of certain regular duties (reasonable accommodation), in an employee's regular position classification; or

B. Part-time or full time in another capacity.

9.4 The District may require an employee to submit to an examination by a physician chosen by the District at the District expense, if the duration of the temporary assignment appears to be excessive, if the restrictions~~/~~ or limitations cannot be adequately interpreted or clarified with the employee's physician, or if the District has reason to believe the employee's release for duty is inconsistent with job requirements.

9.5 Employees assigned to transitional work assignments will receive their regular hourly rate of pay for their regular job classification for the number of hours worked in the transitional work assignment.

9.6 Assignment to transitional work depends upon the availability of such work and of work suitable to the employee's medical restrictions. A transitional work assignment may be terminated at any time by the District.

9.7 Priority will be given to workers with job related injuries or ~~/~~illnesses and employees with non-job related injuries or ~~/~~illnesses who seek similar accommodations may be subject to personnel actions, modified work assignments or work schedules, or required use of leave in order to provide transitional work assignment to an employee injured on the job.

9.8 In no event will a modified duty assignment last for more than ninety (90) days in a 12-month

rolling calendar year. This applies to both work-related and non-work related conditions. The 90 days may be continuous or intermittent. If the employee is not able to return to full duty following 90 days of continuous or intermittent modified duty assignment, an evaluation will be conducted by the Human Resources Office to identify available options, which may include consideration of medical retirement or separation. The District reserves the right, for good cause, to discontinue a modified-duty assignment at any time. Good cause shall include, but not be limited to, unavailability of temporary work, operational requirements of the District which make temporary assignment impracticable, or the employee's inability to satisfactorily perform the duties of the modified duty assignment.

9.9 Employees refusing to work transitional work assignments may not be eligible for workers compensation benefits or paid leave benefits. Transitional work assignment for employees with workers' compensation claims or receiving workers' compensation benefits will be made consistent with the provisions of New Mexico Worker's Compensation Act, NMSA 1978 §§ 52-1-1 et seq., (the "Act") along with State and District rules.~~–~~. Employees refusing transitional work assignments maybe subject to corrective action. If the employee's health care provider will not authorize transitional work, the District may take appropriate action as allowed by law.

9.10 Employees unable to return to work due to injury or ~~/~~illness maybe separated from District employment as provided for under ~~Section 4.24 of the~~ these ~~Personnel~~ Rules.

DEFINITIONS

All terms capitalized for other than grammatical purposes shall have the following meanings:

~~**Accrued Vacation Leave**: The hours of annual leave an employee has earned from their anniversary date to a particular month that have not yet been added to the employee's records.~~

~~**Accumulated Vacation Leave**: The hours of annual leave an employee has in their records and that are added on a monthly basis.~~

Administrative Dispute: A written statement of dissatisfaction about the administration of the Personnel Rules and Regulations of the District as it affects an individual employee or group of employees.

Administrative Leave: Leave that is authorized by the Executive Director with or without pay for an employee during the time a fact finding investigation or other administrative proceeding is pending completion or in other circumstances deemed in the best interest of the District.

~~**Allocation:** The official assignment of an individual position to the proper classification according to the duties performed and authority exercised.~~

Anniversary Date: The initial date of employment in a budgeted position and the date from which vacation leave, sick leave and longevity will be computed.

At–Will Employment: The employment relationship ~~for all~~of ~~-~~employees hired with a written understanding and agreement at the time of employment that they ~~in exempt employee classifications under state law and whom~~ may be terminated at any time with or without cause or notice. ~~Employees who are FLSA exempt under federal law may also be exempt under state law.~~

Board: means the Board of Directors of the NCRTD.

Bona fide occupational qualification: Means a qualification reasonably related to the satisfactory performance of the duties of a job, and for which where there is factual basis to believe that a person lacking the qualification would be unable to perform satisfactorily the duties of the job with safety and efficiency.

~~**Budgeted Position:** A position that is funded in the District's annual budget.~~

Candidate: Means any person who has qualified under these Rules for ~~appointment~~ employment in a specific classification and who may or may not have an outstanding job offer from the District but who has not yet become and employee.

~~**Classified Regular employee:** Means the status acquired by a non-exempt employee who has successfully completed his/her probationary period and is, therefore, classified to serve in the position he/she holds.~~

Classification: Means one or more positions so similar in the essential character of their duties and responsibilities that the same pay range, title, and qualification requirements can be applied.

Classification Title: A name assigned to a position that indicates a particular level of rank and specific duties and responsibilities. This term is sometimes used interchangeably with the term Job Title.

Classification and Compensation Plan: The District's official plan that classifies positions and sets compensation rates.

Compensation: means ~~T~~the salary or ~~/~~wages and all other forms of valuable consideration earned by, or paid to, any employee in remuneration for the services in any position.

Day or Days: any reference to day or days means business day or days and shall include normal dates of operation and excludes weekends and holiday unless these rules expressly provide otherwise.

Demotion. A demotion is an action changing an employee's position to another position with a lower salary range and a reduction in pay. Demotions only may be made to a position in a classification for which the employee is qualified. Demotions shall generally be used only where an employee has performance or attendance issues and has not engaged in willful or negligent misconduct constituting a violation of these Rules.

Disabilities: A physical or mental impairment that substantially limits one or more major life activities of an individual, a record of such impairment, or being regarded as having such an impairment.

District: The North Central Regional Transit District.

Disciplinary Action: There are several types of disciplinary action that may include, whether individually or in combination, an official reprimand (verbal or written), suspension, reduction in salary, demotion, or termination.

Disciplinary Action Form: means a form or forms approved for use by the Executive Director for the purposes of documenting the Districts decisions regarding Disciplinary Action.

Dismissal. A dismissal is separation of an employee from his/her employment with or without cause.

Division or Department: A major functional subdivision of the District organizational structure that is accountable to the Executive Director. Divisions and Departments shall mean such subdivisions as may, from time to time, be shown on any organizational chart promulgated by the Executive Director.

Division or Department Guidelines: Guidelines issued by a division manager and approved by the Executive Director designed for specific types of activities within a division's operation.

~~**Division Manager (Manager/Management):** means an employee in a position that manages internal and/or external staff, and who plans, organizes, integrates, coordinates, and controls the activities of others. A manager also is held accountable for the performance of people, services, systems, programs and resources and serves in an at-will position that administers the operation of a district division and is directly responsible to the Executive Director.~~

Domestic partner: means any person living in the same domicile as the employee or prospective employee.

Domestic Violence or Domestic Abuse. ~~Domestic violence is defined as~~means a pattern of coercive tactics carried out by an abuser against an intimate partner or family member (the victim) with the goal of establishing and maintaining power and control over the victim. These coercive tactics can be physical, psychological, sexual, economic and/or emotional.

Drug and Alcohol: As defined in the District's adopted Drug and Alcohol policy.

Employee ~~or Incumbent~~: A person occupying a position in the ~~d~~District service. Such persons include, but are not limited to, the following types of employees:

1. Classified ~~Regular~~ Employee: means a budgeted, full or part-time position, duties of which do not terminate at any stated time. ~~An employee working 40 hours minimum per week is eligible to receive full fringe benefits. An employee working not less than 21 hours and nor more than 39 hours per week is entitled to partial fringe benefits on a pro rata basis~~. Classified employees also means an employee who is eligible for overtime compensation and other protections and provisions of the FLSA.

2. Exempt Employee: means a budgeted, full or part-time position, exempt from the classified service ~~and/or~~under FSLA.
~~2.~~

3. Temporary Employee: means the employment of a person hired to perform a job which is limited in nature or is on a seasonal basis and which will not exceed twelve months of employment unless otherwise approved by of the Executive Director.

4. Limited Term Employee: means the employment of a person for a designated period of time, usually in excess of one (1) year. for a limited and specified time period, e.g., one year or longer subject to funding for the project or program.~~, with benefits and subject to all personnel rules and regulations, except for the right of appeal regarding the expiration of the appointment or as otherwise stated herein.~~

~~5.~~ Emergency Employee: employment of a person when an emergency condition exists that would, in the opinion of the Executive Director, compromise the public health, safety, and welfare, or severely curtail the normal operations of the District. ~~and where there are no candidates available on an appropriate list of eligibles.~~

Essential functions: The fundamental job duties of any particular employment position. The term "essential function" does not include the marginal functions of the position. The job function may be essential for any or several reasons including, but not limited to, the following:

1. the reason the positions exists is to perform that function;

2. there are a limited number of employees available among whom the performance of that job function can be distributed; or

3. it is necessary to ensure that life or safety is not jeopardized.

Executive Director: means the chief executive officer of the North Central Regional Transit District ("District") or a person designated in writing to act on behalf of the Executive Director, who is responsible for the administration and supervision of all District activities including the appointment, hiring, and retention of all employees, management of any divisions or departments which may be created, and ultimate supervisory responsibility for all employees of District.

Extended Family; ~~A member of the employee's immediate family~~ includes an employee's~~:~~ spouse or domestic partner, child, father, mother, brother, sister, grandparent, grandchild, current mother-in-law, current father-in-law, current sister-in-law, current brother-in-law, current son-in-law, and current daughter-in-law.

Fair Labor Standards Act (FLSA): A federal law enacted by the United States Congress in 1938, which sets minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for employees who are covered by the Act.

~~**FLSA Exempt Employee**: A person in a budgeted position exempt from the overtime provisions of the Fair Labor Standards Act as an executive, administrative, or professional employee.~~

Family Medical Leave Act (FMLA): A federal law ~~enacted on February 5, 1993~~ which generally entitles qualified employees to up to 12 weeks of unpaid leave per year for the birth, adoption or placement for foster care of a child, to care for a spouse or an immediate family member with a serious health condition, or when unable to work because of a serious health condition.

Furlough: means the temporary placement of an employee in a reduced work hour schedule, which can either be partial or full time, due to lack of work or funds.

Immediate Family Member: means an employee's spouse, domestic partner, child or parent.

~~**In-grade Hire**: Means the authorized hiring of an employee at a rate higher than the initial or beginning rate in the pay range assigned to the position.~~

~~**Hiring Authority**: The Executive Director, or the Executive Director's designated representative who has the authority to hire individuals to fill positions.~~

Hire Date: The date that a newly hired employee (temporary or probationary) begins work for the District.

~~The term "~~**~~I~~intimate ~~p~~Partner**:~~"~~ includes people who are legally married to each other, people who were once legally married to each other, people who have had a child together, people who live together or who have lives together, and people who have or had a dating or sexual relationship, including same sex couples.

Just C~~c~~ause: includes, but is not limited to:

1. Violation of or failure to comply with the Federal or State Constitution, Statutes, or District Policies, District Rules and Regulations and District Resolutions;

2. Indictment by a grand jury;

3. Conviction of or entrance of a plea of guilty or nolo contendere to a felony or other crime which has or may have a material adverse effect on the employee's ability to carry out their duties or upon the reputation of the District;

4. Careless, negligent, or improper use of District property, equipment, or funds;

5. Insubordination, which shall consist of violation of any official regulation or order, or failure to obey, comply or accept any proper directions made and given by a ~~s~~Supervisor in the course of employment, or any verbal ridicule of a ~~s~~Supervisor by an employee during the course of employment;

6. Inefficiency, incompetence or negligence in the performance of assigned job duties or failure to perform job requirements or job performance which continues to be unsatisfactory;

7. Disorderly conduct or threats or abuse of others;

8. Chronic tardiness or absenteeism, or the improper or unauthorized use of leave privileges or benefits;

9. Stealing from the District or from other employees;

10. Taking unauthorized leave or job abandonment.

11. Fai lure to obtain and maintain a current license or certificate required as a condition of employment;

12. Intentional falsification or mishandling of District records;

13. Fraud in securing employment with the District or attempting to secure a promotion or a -position by political influence;

14. Unauthorized or illegal use, sale, or possession of alcohol or illegal drugs, or being under the influence of such substances while on duty;

~~Gambling for money or articles of value during the working period;~~

15. Unauthorized discussion or release of confidential information documents or records;

16. Harassment and/or discriminatory behavior towards any person because ~~of race, color, religion, gender, sexual orientation, gender identity, age, national origin, and disability~~of their membership in a Suspect Class; or

17. Action which reflects poorly upon the integrity of the District.

Lists of Eligibles: Means a list of names ~~classified~~ reviewed and approved by the Executive Director or his/her designee from which a candidate may be selected for employment.

Notice of Appeal: means any written document prepared by an employee or his/her agents that unambiguously states that the employee disputes a specific Disciplinary Action and seeks further review of said Disciplinary Action. Failure to use District forms or proper terminology shall not deprive an employee of his/her opportunity to appeal a Disciplinary Action so long as the writing clearly identifies that challenged action, is dated and signed by the employee or his/her agent, and is received by the District within the time allowed for appeals. Although no specific form of service is required, proof that an appeal was timely filed is the responsibility of the employee.

Notice of Contemplated Action: means a written notice to an employee which: describes the conduct, action, or omissions which form the basis for contemplated Disciplinary Action; gives a general explanation of the evidence the Supervisor has regarding the alleged violation of these Rules; specifies what disciplinary measures or corrective action may be taken; and states the date, time and place of a Predetermination Meeting, and that the employee may waive the right to the meeting by notifying the Supervisor in writing prior to the start of the meeting.

Notice of Final Decision: means a document prepared by or on behalf of the Executive Director that:

Documents the date, time and place of the predetermination meeting;

Identifies specific employee misconduct;

Specifies the disciplinary action, if any, to be taken;

Specifies the effective date of any dismissal, demotion, or suspension which must be at least seven (7) days after the date of the Notice of Final Decision (during this seven-day period the Executive Director may place the employee on paid administrative leave if deemed in the best interest of the District);

Informs the employee that the Disciplinary Action may be appealed to an independent hearing officer by submitting a written appeal to the Executive Director within fifteen (15) days of the effective date of the dismissal, demotion, or suspension; and

Is delivered personally to the employee by the employer or by registered mail to the employee's last address on record.

Notify or Notification: means providing a person with information by any means reasonably calculated to achieve actual notice. In general, the District shall provide notification in person where possible, by registered mail, where mailing is necessary or desirable, by e-mail where the recipient has an active and functional e-mail account and by phone where exigent circumstances warrant.

Oral Reprimand: Means a disciplinary action taken by a Supervisor to caution an employee regarding misconduct constituting a violation of these Rules. Although the reprimand is cautionary and may not incur further action by the Supervisor, it may be used as the basis for subsequent action in the context of progressive discipline. Oral Reprimands are given to the employee verbally but documented with the Human Resources office in writing.

Personnel Action Form: Means any form the District elects to utilize to document any employment or administrative action by the District under these Rules or the administrative regulations of the District.

Predetermination Meeting: means a meeting with and employee and one or more Supervisors to discuss alleged facts that may constitute a violation of these Rules and at which and employee is given a chance to make any statements, assertions or contentions that may influence the District's decision regarding a proposed Disciplinary Action. At the predetermination meeting the employee shall have the grounds and the proposed action explained to him/her and shall have the right to respond. The purpose of the response is an opportunity for the employee to present his or her side of the story. It is an initial check against mistaken decisions. The District will use the information gathered from the meeting to make a determination of whether there are reasonable grounds to believe that the charges against the employee are true and support the proposed action. The employee shall have the right to representation and the meeting may be recorded by either party.

Probationary Period: A working trial or orientation period ranging from six to twelve months during which an employee demonstrates, by actual performance, the employee's ~~suitability~~ ability to perform ~~for~~ the duties of the position ~~to~~ for which the employee has been hired ~~appointed~~.

Position: The official rank within a given classification and held by an employee with a descriptive title.

~~**Position Description**: A complete and detailed statement about the responsibilities, essential functions, specific duties, and minimum qualifications of a specific position within a given classification, as well as decision-making responsibilities, level of supervision received and exercised, working conditions, and equipment operated.~~

Promotion: A change in the employment status of an employee to a position in a higher classification with a higher rate of pay and increased responsibility.

Protected Class: For purposes of these Rules a Protected Class shall mean a person who is protected legal interests due to belonging to any of the following classes:

- Race

- Color
- National origin
- Religion
- Sex (including pregnancy, childbirth, and related medical conditions)
- Disability
- Age (40 and older)
- Citizenship status
- Genetic information
- Marital status
- Sexual orientation (includes perceived sexual orientation
- Gender identity
- Serious medical condition
- Use of Domestic abuse leave

Range: The limits set for the minimum and maximum rates of pay within a given classification.

Rate of Pay or Pay:~~-~~ The amount of money allocated for payment to an employee whether hourly or by way of a salary. Pay may be indicated as hourly even for salaried employees solely for the convenience of District administration notwithstanding the fact that the pay is on a salary basis.~~See compensation~~.

Reclassification: The process of reassigning a position to a different classification for non-disciplinary reasons~~ as a result of a position audit~~.

Retirement: Official retirement from a budgeted position and District service that is available when the requirements of the employee's retirement system are met.

~~**Salary Date**: The date on which an employee's rate of pay becomes effective and on which advancements within the pay plan are generally based.~~

~~**Salary Schedule**: a series of salary ranges to which the various classifications in the District are to be allocated with ranges for each classification consistent with the functions outlined in the job descriptions and any current classification policy. Each salary range shall include minimum and maximum rates of pay.~~

Separation Date: The last day of an employee's work in District service, after which no vacation or sick leave is accrued or used.

Sexual Harrassment: ~~Sexual Harassment in the workplace is unlawful.~~ The Equal Employment Opportunity Commission (EEOC) defines Sexual Harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

3. The conduct is unwelcome, unwanted, or offensive and has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

Stalking: ~~is defined as a~~A pattern of conduct over a period of time, however short, which evidences a continuity of purpose and includes physical presence, telephone calls, e-mails and any other type or correspondence sent by any means.

Supervisor: An employee hired and/or appointed by the Executive Director assigned to ~~a division to assign/~~direct and evaluate the work of other employees within a designated work unit. ~~of the same division.~~

Suspension. A suspension is the temporary removal of an employee from his/her work assignment without pay. Employees covered by the Fair Labor Standards Act (FLSA) shall only be suspended without pay as permitted by the FLSA. *See e.g.* 29 C.F.R. 602 (full-work week suspensions for any disciplinary reason); 29 C.F.R. §541.602(b)(4)(less than full-work week suspensions for infractions of major safety rules); 29 C.F.R. §541.602(b)(5)(less than full-work week suspensions for violations of workplace conduct rules such as sexual harassment, workplace violence, drug or alcohol violations etc., but not for performance or attendance issues).

Reduction in Force: Means the separation, lay off, involuntary demotion, reassignment, or reduction of work hours or number of employees in the District or in a division due to lack of work or funds.

Termination: The separation of an employee from District service. Termination may be by discharge, death, lay-off, resignation, retirement, work completion, contracting out District services, or lack of work or funds. The termination date is synonymous with the separation date and is the last day of an employee's work in District service. No vacation or sick leave is accrued or used from that date forward.

Transfer: A reassignment of an employee from one position to another position in the same classification or another classification having the same pay range, involving the performance of similar duties, and requiring substantially the same basic qualifications.

Unauthorized Leave of Absence: Failure of an employee to notify and receive permission from their immediate supervisor in advance of absence or failure of an employee to report for work at

the beginning of their next regularly-scheduled work period. An unauthorized leave of absence includes all or any portion of a work day for which notice and approval have not been provided. An unauthorized leave of absence may be grounds for disciplinary action up to an including termination. Unauthorized leave is not compensated.

Weapons: Objects classified as weapons include, but are not limited to:

any firearm, loaded or unloaded, assembled or disassembled, including pellet, "BB" and stun guns, unless the possession of such firearm is licensed, authorized or permitted pursuant to state and/or federal law and expressly permitted by the District;

knives longer than 2.36 inches (and similar instruments) other than those present in the workplace for approved work purposes or for the specific purpose of food preparation and service;

brass knuckles, metal knuckles, and similar weapons;

bows, cross-bows and arrows;

explosives and explosive devices, including fireworks, ammunition, and/or incendiary devices;

throwing stars, nun-chucks, clubs, saps, and any other item commonly used as, or primarily intended for use as a weapon;

self-defense chemical sprays (mace, pepper spray) in canisters or containers larger than two ounces; and

any object that has been modified to serve as, or has been employed as, a dangerous weapon.

Workday: An employee's scheduled daily hours of employment as established by the Executive Director or an authorized Supervisor.

Workweek: An employee's schedule of work hours within an appointed week as established by the Executive Director.

Written Reprimand: means a disciplinary action taken by a Supervisor to caution an employee regarding misconduct constituting a violation of these Rules. Although the reprimand is cautionary and may not incur further action by the Supervisor, it may be used as the basis for subsequent action in the context of progressive discipline. Written Reprimands are given to the employee in writing and documented with the Human Resources office in writing.

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
PERSONNEL RULES AND REGULATIONS

Adopted by Resolution No. 2016- amending prior Personnel Rules and Regulations adopted by Resolution No. 2012-16 and 2013-15.

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RULE 1 – GENERAL PROVISIONS AND PURPOSE

1.1 Authority.

The North Central Regional Transit District (hereinafter the "NCRTD" or the "District" has the responsibility and authority to enact these Personnel Rules and Procedures pursuant to NMSA 1978, Section 73-25-5.

1.2 Prior Rules.

The District Personnel Rules and Regulations (hereinafter the "Rules") in effect prior to the date of adoption of these amended Personnel Rules and Regulations, and all amendments thereto are hereby superseded. These policies also supersede all previous written and unwritten guidelines and past personnel practices of the District and also supersede any current Department or Division policy or procedure inconsistent with those set forth herein. Separate Department or Division policies that are more restrictive due to the operational needs of the Department or Division shall remain in effect, subject to the approval of the Executive Director.

1.3 Compliance.

All persons operating under the provisions of these Rules shall conform to, comply with, and aid in all proper ways in carrying out the provisions of these Rules.

1.4 Purpose.

These Rules are prescribed for the purpose of providing a modern personnel system, thereby promoting efficiency in the conduct of public business and assuring fair and impartial treatment to all applicants for employment and to all employed by the District.

1.5 Management Authority.

A. The District is created pursuant to state statute by way of an intergovernmental contract between its member entities who appoint representatives to the Board of Directors (hereinafter the "Board") for the District. The Board determines and enacts District personnel policy. The Board does not make personnel decisions other than the selection of the Executive Director.

B. The Executive Director serves as the chief executive officer of the North Central Regional Transit District ("District") and is responsible for the administration of the entire District including any Divisions or Departments which may be created. The Executive Director executes the policies and directives enacted by the Board and supervises the expenditure of appropriated funds. Authority is delegated to the Executive Director for the administration of the District's Rules. The Executive Director may issue interpretive memoranda as may be necessary to interpret and enforce the provisions of the Rules. No contracts of or offers of employment may be made without the consent and signature of the Executive Director.

C. The District retains all customary, usual and exclusive rights, functions, prerogatives and authority connected with or incident to its responsibility to manage the affairs of the District. The exclusive prerogatives, functions and rights of the District include but shall not be limited to the following:

1. Determine the mission, budget, organization and number of Employees allocated by Position to meet the minimum staffing levels of its operations and Departments;

2. Determine qualifications for employment; validate content of examinations; make requests for Position audits and Reclassifications; and ensure that best practices exist for the recruitment, interviewing and selection of applicants;

3. Direct Employees and evaluate their performance based on standards of work established by the Employer;

4. Make assignments, Transfer, or retain Employees in positions, and make determination of job duties;

5. Provide reasonable rules and regulations governing the conduct of Employees;

6. Provide reasonable standards and rules for Employees' safety;

7. Determine the location and operation of its facilities;

8. Determine standards for work, hiring, Promotion, Transfer, assignment and retention of Employees in positions;

9. Initiate corrective and/or Disciplinary Action including, but not limited to, coaching and guidance, written reprimands, Suspensions, Demotions, alternate forms of discipline, Transfers and Terminations;

10. Determine scheduling and all other actions necessary to carry out the Employer's functions;

11. Relieve an Employee from his/her duties because of lack of funds, Reduction in Force, inability to return to work, or other legitimate reason; (note not in CBA)

12. Maintain efficiency of government operations; determine methods, means, equipment and personnel by which the Employer's operations are to be conducted;

13. In cases of an emergency or declared disaster, take such actions as may be necessary to carry out the missions of the Employer even if it requires some variation from the strict application of these Rules or any collective bargaining agreement; and

14. Act in furtherance of all other duties and responsibilities set forth in the Constitution, federal laws, state statutes, administrative regulations, and executive orders of the President and Governor, as well as North Central Regional Transit District Resolutions, and these Rules.

This list is not an all-inclusive list of all of the District’s rights, functions, prerogatives or authority, but only serves a general guide. The District expressly reserves, and the District retains all customary, usual and exclusive rights as set out in in this paragraph of these Rules, unless expressly set forth to the contrary in any agreement.

1.6 Coverage.

These Rules cover all District Employees except the Executive Director to the extent that his contract of employment varies from these Rules.[1] Notwithstanding the general application of these Rules to all Employees the District can and shall, within the prescribed limits of the law, provide different standards for performance, review, and Disciplinary Action based upon the duly adopted Classification and Compensation policies of the District. These Rules do not apply to independent contractors who are not covered by the District Classification and Compensation policies.

Furthermore, it is recognized that the District has certain Employees that are covered by a Collective Bargaining Agreement. The specifics of the Rules herein have not been the subject of collective bargaining. The Collective Bargaining Agreement recognizes the District's right to establish and maintain such Rules. The Rules contained herein shall apply to bargaining unit Employees so long as and to the extent that they do not conflict with the terms of any Collective Bargaining Agreement.

1.7 Merit Principles.

The District adopts the following merit principles as standards for implementation of these Rules:

A. Recruiting, selecting, and advancing Employees will be on the basis of their ability, knowledge, and skill, including open consideration of qualified Candidates for initial employment.

B. Equitable and adequate Compensation will be provided.

C. Employees will be trained as needed to assure high-quality performance.

D. Employees will be retained on the basis of the adequacy of their performance and provisions will be made for correcting inadequate performance and separating Employees from employment if inadequate performance cannot be corrected.

E. Candidates and Employees will be treated fairly in all aspects of personnel administration without regard to race, color, religion, Disability, national origin, ancestry, sex, sexual orientation, age, political affiliation, veteran status, or other non-merit factors, and with proper regard for their primary and constitutional rights as citizens will be assured.

F. Merit principles may be administered by way of performance and development plans.

1.8 Nepotism Prohibited.

A. Persons shall not be employed by the District in a Position where they would supervise or be directly supervised by any person related to them by blood or marriage to the third degree, or where they would supervise or be directly supervised by a Domestic Partner. It is incumbent upon all Employees and Candidates to inform the District of any relation or relationship which could limit or effect the Employee or Candidate's hiring, Promotion, Transfer or management of other District Employees under this nepotism policy. Failure to report a relation or relationship that results in a violation of this nepotism policy is grounds for Disciplinary Action up to, and including Termination.

The Executive Director is covered by an employment agreement and is an At-Will employee.

B. The following persons are relatives within the third degree:

Employee's spouse or Domestic Partner,
child
brother
sister
grandparent
grandchild
great-grandparent
great-grandchild
aunt (sister of parent)
uncle (brother of parent)
nephew (son of brother or sister)
niece (daughter of brother or sister)

if the Employee is married, or has a Domestic Partner, relatives of such spouse or Domestic Partner, as listed above, are included in this prohibition.

C. The Executive Director, and all Supervisors may neither immediately supervise nor directly hire relatives as defined above.

D. The District shall refrain from hiring, Transferring, and promoting Employees where such action would violate the terms of this nepotism policy. If the District was not aware of a situation that would constitute a violation of the terms of this nepotism policy and becomes aware of the situation after the fact, the District shall take any steps necessary, up to and including Transfers, Demotions and Termination of Employees, in order to ensure that this prohibition on nepotism is upheld.

1.9 Equal Employment Opportunity and Sexual Harassment-Discrimination and Harassment Prohibited.

A. The District is an "equal opportunity employer." The following acts of discrimination on the part of any person (Employee) are expressly prohibited, and if such discriminatory acts occur, the person responsible for the act(s) is subject to Dismissal or Suspension from District employment or other appropriate Disciplinary Action. No District Employee shall:

1. Unless based on a Bona fide occupational qualification, refuse to hire, discharge, promote or demote or to discriminate in matters of Compensation against any person otherwise qualified, because of the person's inclusion in a Protected Class.;

2. Deny equal treatment or otherwise favor any Employee on the basis of the person's inclusion in a Protected Class.;

3. Print or circulate or cause to be printed or circulated any statement, advertisement or publication or to use any form of application for employment or membership to make any inquiry regarding prospective membership or employment which expresses, directly or indirectly, any limitation, specification or discrimination as to a Protected Class.;

4. Discriminate, intimidate, or retaliate against any person because he/she has filed a complaint, testified or participated in any proceedings under this section;
5. Aid, abet, incite, compel or coerce the doing of any of the acts forbidden under this section; or attempt to do so;

6. Attempt to favor or deny treatment to any Employee or prospective Employee or attempt to cause any person to violate the terms of these Rules on the basis of the person's inclusion in a Protected Class.

B. Sexual Harassment is prohibited and unacceptable in the NCRTD workplace and at any work related events. Sexual Harassment may occur between persons of the same gender, by a female against a male or by a male against a female. Some examples of conduct which may constitute Sexual Harassment are:

1. Sexual advances, requests for sexual favors, repeated unwelcome requests for dates;

2. Sexually oriented comments, jokes, teasing, language or gestures;

3. Display of sexually related material such as calendars, posters, and inappropriate electronic wallpaper;

4. Staring or leering, in a suggestive manner;

5. Viewing of inappropriate text messaging or e-mails which contain sexually suggestive or demeaning comments, jokes, graphics or pictures ("sexting");

6. Viewing of inappropriate text messaging or e-mails which contain sexually suggestive or demeaning comments, jokes, graphics or pictures ("sexting");

7. Inappropriate touching, pinching, patting, grabbing, or brushing against a person;

8. Promising a Promotion or job benefit if the Employee will consent to sexual relations;

9. Taking adverse action against an Employee who does not consent to sexual relations.

C. Harassment on the basis of any Protected Class is also prohibited and unacceptable in the NCRTD workplace. This policy also covers harassment on the basis of race, color, sex (gender), religion, national origin, ancestry, pregnancy, physical or mental Disability, genetic history, sexual orientation. Harassing conduct may include derogatory comments, racial epithets, ethnic slurs, negative stereotyping and any type of conduct which shows hostility towards an Employee because of his/her Protected Class.

D. Retaliation is Unlawful

NCRTD prohibits retaliation against an Employee who reports or complains of harassment or discrimination or who participates as a witness in an EEO investigation. Non-managerial Employees and Managerial Employees who are proven to have engaged in retaliation against a complainant or witness will be subject to Disciplinary Action including the possibility of Termination.

1.10 Workplace Violence.

The District is committed to ensuring a safe working environment for all Employees. Both management and non-management Employees have a responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, all Employees are responsible for reporting all acts of violence or behavior, which could potentially lead to violence.

A. Any Employee who is found to have committed workplace violence will be subject to corrective action and may be directed to stay away from District premises. Violators may also be subject to civil and criminal prosecution.

B. Additionally, where an Employee is convicted of a crime of violence or threat of violence under any criminal code provision for non-workplace conduct, the District reserves the right to determine whether the conduct involved may adversely affect the legitimate business interests of the District, and as a result may implement corrective action. Any Employee convicted of such a crime must report the conviction to the District absent a court order to the contrary. Failure to do so is a violation of this policy and subjects the Employee to corrective action.

C. Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated and are deemed a violation of these Rules. Any Employee determined to have committed such acts will be subject to Disciplinary Action, up to and including Termination. Non-Employees engaged in violent acts on the District's premises and property will be reported to the proper authorities. Possession of Weapons (not assigned as a tool of a job assignment) on any District premises and property, including vehicles, parking facilities and District sponsored events constitute a threat of violence. The threat of violence may include, but is not limited to, any indication of intent to harm a person or damage District property. Threats may be direct or indirect and they may be verbal or nonverbal.

D. The District reserves the right to conduct reasonable workplace inspections at any time, with or without notice, for purposes of enforcing this policy, including searching:

1. Outer clothing, packages, handbags, briefcases, lunch bags, boxes, and/or other containers being taken in or out of the District's buildings, or to or from the District's premises;

2. Vehicles parked on District property (owned, leased or occupied), or District-owned vehicles;

3. All workstations, computer files, book shelves, lockers, desks, credenzas, file cabinets, store rooms and other areas.

Any refusal to permit an inspection or interference with inspections may result in corrective action. The discovery of any violation of any other District policy as a result of such search may also result in corrective action. Any illegal activity discovered during an inspection is subject to referral to the appropriate law enforcement authorities.

E. The District does not tolerate any type of workplace violence committed by or against Employees. Employees are prohibited from making threats or engaging in violent activities.

The following list of behaviors, while not exclusive, provides examples of conduct that is prohibited:

1. Threatening physical or aggressive contact directed toward another individual or engaging in behavior that causes reasonable fear of such contact.

2. Threatening an individual or the individual's family, friends, associates, or property with physical harm or behavior that causes a reasonable fear of such harm.

3. Intentional destruction or threat of destruction of the District's or another's property.

4. Harassing or threatening physical, verbal, written or electronic communications, including unnecessary and rude behavior intended to be offensive (bullying), verbal statements, phone calls, e-mails, letters, faxes, website materials, diagrams or drawings, gestures, and any other form of communication that causes a reasonable fear or intimidation response in others.

5. Stalking.

6. Veiled threats of physical harm or intimidation or like statements, in any form, that lead to a reasonable fear of harm or an intimidation response in others.

7. Communicating an endorsement of the inappropriate use of Weapons of any kind.

8. Possessing Weapons of any type on one’s person during regular work hours, or at any time on District property.

F. The District prohibits acts of Domestic Violence to the maximum extent permitted by law. Where any acts of Domestic Violence occur on District premises or property, this policy applies. Where any acts of Domestic Violence occur off District premises or property this policy applies if the abuser is someone acting as an Employee or representative of the District at the time, where the victim is an Employee who is exposed to the conduct because of work for the District, or where there is a reasonable basis for believing that violence may occur against the victim or others in the workplace.

G. The District will take appropriate action for acts of violence and threats of violence. Such incidents will lead to Disciplinary Action up to and including Termination. While the District does not expect Employees to be skilled at identifying potentially dangerous persons, Employees are expected to exercise good judgment and to inform the Human Resources Office or their Supervisor if any Employee exhibits behavior that could be a sign of potentially dangerous situations. Such behavior includes:

1. Discussing Weapons or bringing them to the workplace;

2. Displaying overt signs of extreme stress, resentment, hostility, or anger;

3. Making threatening remarks;

4. Sudden or significant deterioration of performance;

5. Displaying irrational or inappropriate behavior.

1.11 Reporting Procedures.

All Employees and managers are expected to comply with the NCRTD Rules regarding discrimination, harassment, Sexual Harassment and violence. If a Supervisor or manager becomes aware that prohibited acts are occurring in the workplace, it is the responsibility of the Supervisor or manager to take immediate action to stop the violation of these Rules and report it to the NCRTD Executive Director. If appropriate in the judgment of the Employee and Supervisors involved, call 9-1-1. Under this policy, decisions may have to be made quickly to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. Nothing in this policy is intended to prevent quick action to stop or reduce the risk of harm to anyone, including requesting immediate assistance from law enforcement or emergency response resources.

A. If any person believes they are the victim of harassment, Sexual Harassment, or discrimination; or if they have witnessed such conduct, they should immediately report it to an NCRTD Supervisor or Manager. Employees have the option to report their complaint to their immediate Supervisor, an NCRTD Manager, the NCRTD Human Resources Director, or the Executive Director. Appropriate forms will be provided to Employees reporting prohibited acts. If a report form has not been completed by the Employee, the Supervisor shall complete a report form and forward the report to the Human Resources Office.

B. NCRTD will make reasonable efforts to maintain the confidentiality of complaints to the extent that it is possible. NCRTD encourages the prompt reporting of concerns in order to take appropriate corrective action before the harassment, discrimination, or retaliation becomes severe or pervasive.

C. All complaints of harassment, discrimination and retaliation will be promptly investigated. All Employees are expected to be honest and cooperative during the investigation. Appropriate disciplinary measures, including the possibility of Termination, will be taken against the offending Employee if it is determined that he/she violated the NCRTD Anti-Harassment Policy.

D. Failure to report any threats or acts of violence in violation of this policy is itself a violation of this policy, and may subject any Employees involved to corrective action. This includes reports by Supervisory personnel who may be privy to threats that have been made by another Employee.

E. Retaliation against anyone for reporting in good faith an actual or suspected violation of these Rule will not be tolerated and will subject the individual engaging in the retaliation to corrective action. Any complaints about retaliation may be reported in the same manner as violations of these Rules are to be reported.

F. Investigation. All reported incidents of violence and threats of violence will be investigated appropriately. The District will decide whether its workplace violence policy has been violated and whether preventive or corrective action is appropriate. The District may consult with law enforcement authorities or other resources as it deems appropriate, and may require a fitness for duty examination or other professional assessment through providers chosen by the District

to determine whether a person presents a threat to individuals in the workplace. If a violation of this policy occurs, the District will take appropriate preventive and corrective action.

G. False Reporting. In the event that it is determined through an investigation that any Employee falsely accused another Employee of a violation of these Rules, the accuser will be investigated and may be subject to corrective action.

1.12 American with Disabilities Act.

A. The District will not discriminate against qualified individuals with disabilities in regard to the application procedures, hiring, advancement, discharge, Compensation, training, or other terms and conditions of employment.

B. The District will provide reasonable accommodation to qualified individuals with a Disability so that they can perform the Essential Functions of the job.

C. An individual who can be reasonably accommodated for a job, without undue hardship, will be given the same consideration for a Position as any other applicant.

1.13 Immigration Reform and Control Act, 1986.

The Immigration Control and Reform Act of 1986, requires that all newly hired, or re-hired, Employees present documented proof of identity and eligibility to work in the U.S. The District and its new Employees shall complete the Employment Eligibility Verification form, I-9 within three days of hire and the District shall verify Employee eligibility for employment by obtaining copies of appropriate identification information or use of "E-Verify.".

1.14 Drug and Alcohol Free Workplace and Related Policies.

The District is committed to maintaining a Drug and Alcohol free workplace. Any questions Employees may have about this policy, its administration, or assistance in complying with the policy including any Employee assistance programs, shall be directed to the Human Resources Director.

A. It is the District's policy that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including alcohol, in or on any District owned property is prohibited.

B. All Employees who hold a commercial driver's license and are required to operate vehicles for the District as part of their employment are subject to the U.S. Department of Transportation substance abuse testing procedures as outlined in the Districts Drug and Alcohol policies including but not limited to the testing programs.

C. The District recognizes that Employees are a valuable resource and wants to assist any Employee who voluntarily comes forward and requests assistance with chemical dependency provided that the Employee:

1. has not received Notification to report for drug/alcohol testing in the six-week period prior to his request for assistance,

2. has not been identified as a violator nor is under investigation for a violation of the District's Drug and Alcohol policy, and

3. has agreed to utilize the services available through the District's Health Insurance carrier.

D. Specific policies may be developed further defining the terms used in this Rule as well as procedures for implementation of specific District policies on drugs and alcohol and Federal laws. All policies implementing or amending these Rules regarding the District Drug and Alcohol policy shall be adopted by the District's Board and provided to all Employees following adoption.

E. Employees found in violation of this Rule are subject to Disciplinary Action up to and including Dismissal.

F. Employees who are not subject to U.S. Department of Transportation substance abuse testing may still be subject to the District's Drug and Alcohol policies. Employees are responsible for periodically reviewing the Districts Drug and Alcohol policies when they are revised and distributed.

1.15 Drug and Alcohol Policies.

The District Drug and Alcohol policy is separately adopted and may be revised from time to time but shall be deemed a part of these Rules and Regulations and is hereby integrated by reference. The District expressly prohibits all operation of vehicles when impaired by drugs regardless of whether the drug is a properly prescribed prescription drug or over-the-counter medication. It is incumbent upon every Employee to provide their doctors and pharmacists with sufficient information about the nature of their employment and job duties to make informed decisions about proper medication use while performing District functions.

1.16 Employee Responsibilities.

A. It is the duty and responsibility of every Employee to be aware of and abide by these Rules along with any additional rules and regulations which may from time to time be promulgated and updated by the District. The District shall provide copies of any new or modified rules, regulations and policies regulating the conduct of Employees and their work.

B. It is the responsibility of the Employee to perform his/her duties to the best of his/her ability and to the standards set forth in his/her job description or as otherwise established for the type of work performed.

C. Employees are required to work at the times, places and in the manner prescribed for their particular work functions by District Supervisors and to arrive and depart from work in timely fashion to ensure the efficient and timely operation of the District's business. Supervisors are responsible for maintaining attendance and tardiness records on their Employees.

D. Standards for Dress and Appearance: The District is a professional organization. All Employees must present a professional appearance by wearing attire appropriate for their job Classification in order to promote a positive image of the District and its Employees and operations. The general public, other agencies and co-workers may form their initial impression of the District's professional credibility solely on Employee appearance. Therefore, it is the responsibility of

each Employee to ensure that the District's image, appearance and professionalism is preserved through appropriate dress and appearance. This policy is intended to provide general standards on dress and appearance and is not meant to address all situations. There may be differences in some dress standards depending on the nature of the work environment, nature of the work performed, involvement with the public, required uniforms or other circumstances. In General Employees shall abide by the following standards:

1. All clothing and accessories should be functional, in good repair, and safe.

2. Employees not required to wear uniforms should wear clothing that is neat and clean, and suitable for business.

3. Employees required to wear uniforms should wear uniforms that are clean, fresh, and mended if necessary. Uniforms bearing a District identification patch may not be worn, unless on duty.

4. Personal hygiene is essential. Therefore, it is necessary that all Employees maintain a clean, presentable appearance. Personal hygiene includes bathing/shower, and such other steps as are reasonably necessary to ensure that Employees do not offend customers or coworkers due to lack of hygiene.

E. Upon separation from the District, any and all District issued equipment and property including but not limited to uniforms, identification patches, keys, records, identification cards, passwords, electronic files, and all other information or property of the District must be returned to the District.

F. Employees are required to Notify their Department manager or the Manager's Designee, their Supervisor, and Human Resources Office if they have a change of residence or telephone number within ten (10) business Days. Employees are required to Notify the Human Resources Office if they have a change in Domestic Partnership, marital status (marriage, divorce, widowed) or change in number of dependents within fifteen (15) calendar Days. New dependents not enrolled in the Employee insurance benefits within fifteen (15) calendar Days may be enrolled during the next open enrollment period or as otherwise permitted by law.

1.17 Employee Performance and Development Plan.

A. The performance of each Employee will be appraised by the immediate Supervisor at the completion of the Probationary Period and annually thereafter with an optional interim appraisal done at the sixth month.

B. This appraisal will be documented on a form approved by the Executive Director and will become a part of the Employee's personnel file.

C. Supervisors may prepare performance development plans whenever it is deemed appropriate, such as when a Supervisor wishes to make an Employee's performance a matter of record and upon change of Supervisors.

D. The Executive Director will provide a training program in the proper method of appraisal for Supervisory Employees.

E. Employees are required to acknowledge in writing, receipt of performance and development plans. In instances where an Employee declines to sign such acknowledgment, the Supervisor will verify in writing that the Employee received the performance and development plan. Employees may submit rebuttal statements to performance and development plans which will be attached to the performance and development plan. Management may consider the rebuttal and may elect to change the performance and development plan based upon the rebuttal. But, nothing in the rebuttal shall serve to abridge management's right to prepare, submit, evaluate, update and potentially take Disciplinary Action or require training based on the performance and development plan nor shall management be compelled to change its performance and development plan by the submission of a rebuttal.

1.18 Training.

A. The primary responsibility for training Employees shall be assumed by District management. District management will utilize performance and development plans as an indicator of an Employee's need for training. Supervisors should consult with Employees during the preparation of their performance and development plans regarding their training needs. Training shall be provided as needed but the District may prioritize training for Employees who have a demonstrated long term commitment to employment with the District.

B. The Executive Director shall require Supervisors to determine the training needs of Employees and establish and implement programs to meet such needs. Priority shall be given to training that is required by law, training that effects safety, and training that will provide long-term benefits to the District.

1.19 Temporary Modifications to the Rules.

The Executive Director may temporarily modify or waive any of these Rules if it would be reasonable, appropriate, lawful, and necessary for the orderly and efficient administration of the District. The Executive Director shall promptly Notify the Board of any temporary modifications made pursuant to this section and shall not modify the rules at a time or in a manner that would be unfair or inequitable to District Employees. Nothing herein shall be deemed to prohibit temporary pay increases when duly authorized by the Executive Director for Employees who are required by the District to perform functions beyond those of their current Classification such as interim or acting Supervisory duties.

1.20 Permitted Political Activity.

All Employees are permitted to engage in political activities but shall not do so while engaged in NCRTD business, nor upon the vehicles, premises, or any other facilities of the NCRTD, nor in a manner that creates the appearance of NCRTD involvement in political activity. Employees of the NCRTD:

A. are encouraged to register and vote and have a right to express their opinions on all political subjects and candidates on their own time or on authorized leave;

B. may serve as convention delegates on their own time or on authorized leave;

C. may attend political rallies on their own time or on authorized leave;

D. may engage in political activity on their own time or on authorized leave to include signing nomination petitions and making voluntary contributions to political organizations;

E. may serve as an election official on their own time or on authorized leave;

F. may be a member of a local educational board or any other non-partisan elected office, (which shall not be construed to be holding political office), provided the Employee is on their own time or authorized leave as necessary;

G. may engage in any political activities permitted under the constitutions and laws of the United States and the State of New Mexico.

1.21 Prohibited Political Activity.

All Employees are prohibited from:

A. Using official District property, letterhead, authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office, or for any other political purpose;

B. Using official District property, letterhead, authority or influence for coercing, attempting to coerce, commanding or advising an Employee to pay, lend or contribute anything of value to a party, committee, organization, agency or person for a political purpose;

C. Threatening to deny Promotion to any Employee who does not vote for certain candidates, requiring Employees to contribute a percentage of their pay to a political fund, influencing subordinate Employees to buy tickets to political fund-raising events, advising Employees to take part in political activity and matters of a similar nature;

D. Engaging in political activity while on duty, including but not limited to the following:

i. Wearing campaign buttons or displaying campaign literature in public view for any federal, state or local election;

ii. Displaying political advertisements on District-owned vehicles;

iii. Using any District equipment, supplies, or property for political campaign purposes for any federal, state or local election;

iv. Circulating partisan political nominating petitions;

v. Soliciting political contributions or participating in partisan fund raising activities;

vi. Introducing or meeting with political candidates for the purpose of soliciting support for their campaign.

1.22 Holding or Running for Public Office.

A. The Hatch Act (5 U.S.C. Sections 1501 to 1508) restricts the political activity of individuals principally employed by state or local agencies who work in connection with programs financed in whole or in part by federal loans and grants. District Employees who are

considering political activity should consult their own legal counsel to determine whether the Hatch Act applies to them. The following are District restrictions for Employees covered by the Hatch Act.

1. Employees covered by the provisions of the Hatch Act may be candidates in nonpartisan elections, if, upon filing or accepting the nomination and during the entire campaign, the Employee is authorized to use leave.

2. Employees covered by the provisions of the Hatch Act may not be candidates in partisan elections.

3. Employees not covered by the provisions of the Hatch Act may be candidates for any public office, if, upon filing or accepting the nomination and during the entire campaign, the Employee is authorized to use leave.

For more details on the Hatch Act and its application to District Employees see:

http://www.osc.gov/hahelpfulInformStateSeparate.htm.

1.23 Time Limits under these Rules.

All Days indicated as "Day" or "Days" shall be work days unless these rules expressly provide otherwise. In the event the last day of a time limit falls on a weekend or legal holiday, the time limits shall be extended to include the next working day. Receipt of written notice shall mean the day that the notice is received if hand-delivered or the day the notice is postmarked by registered mail to the address of record for the Employee or the date an e-mail is sent unless there is reason to believe the e-mail recipient did not actually receive the e-mail. The time limits set forth in this procedure may be subject to extension under exceptional circumstances as determined by the Executive Director. In processing the complaint, the following procedure shall apply:

RULE 2 – EMPLOYMENT – SELECTION PROCESS

2.1 Classified Job Posting.

A. All job openings in Classified positions shall be posted on designated District bulletin boards and advertised internally for a minimum of ten (10) Days to allow current interested Employees the opportunity to apply and advance in their careers in the District. Internal posting and recruitment does not preclude the NCRTD from performing concurrent external recruitment efforts. Internal postings are not required when the District fills an opening by Promotion or internal Transfer of an existing District Employee or accretion of Employees through consolidation of operations by the District and another transit service provider.

B. During the ten (10) Day internal recruitment period the Position may be filled internally without further recruitment or analysis of potential eligible Candidates. Following the 10 Day internal recruitment period the opening may only be filled by a Candidate who is qualified pursuant to these Rules and the District's selection process.

2.2 Classified Job Openings filled by Promotion Internal Transfers and Accretion of New Employees.

A. Promotion.

1. Any Classified Employee who has demonstrated continuous satisfactory service may be eligible to be promoted.

2. Employees may be eligible to be promoted to any Classification if they meet the minimum qualifications and pass any test deemed appropriate or required by the District.

3. Management may select any Candidate, or Employee, for Promotion so long as the selection complies with these Rules.

4. Promotions approved by the Executive Director will be effective on a date selected and approved by the Executive Director.

5. Promotional increases in Compensation are permitted to the extent they are consistent with the District's Compensation and Classification Plan. The pay of an Employee who is promoted shall be adjusted at a minimum to the bottom of the new pay Range. The pay of an Employee who is promoted shall generally be increased by a minimum of ten (10) percent unless a higher or lower rate is expressly authorized by the Executive Director.

B. Internal Transfers.

1. The Executive Director, may Transfer an Employee from one work site, position, or Division within the District to another without the Employee's written consent, if the Transfer is deemed in the best interest of the District, provided that the Employee meets the minimum qualifications for the new Classification and the District has complied with any requirements of any current Collective Bargaining Agreement regarding assigning or Transferring the Employee to meet District requirements.

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2. An Employee shall retain accrued annual sick and personal leave, if applicable, upon Transfer.

C. Accretion of New Employees.

If the District merges its operations with other transit providers and accretes Employees from another entity the District shall:

1. Abide by the terms of any written agreements regarding the accretion so long as the terms of the agreement are legally permissible and do not require the hiring of Employees who fail to meet minimum requirements for a Position or fail to make timely application and acceptance of any District job offer;

2. Assess the accreted Employee's job description, Compensation and Classification;

3. Provide the accreted Employee with notice of how the accreted Employee would fit into the Districts Compensation and Classification system, any changes to their job assignments and job description, and any changes to Compensation or benefits that would occur should the accreted Employee become a District Employee;

4. Offer jobs, Compensation and benefits to any accreted Employee consistent with the District's Compensation and Classification Plan; and

6. Fill any job openings created by the merger of operations or any revised organizational structural requirements resulting from the merger of operations by offering jobs to accreted Employees prior to posting the job positions, making internal Transfers of District Employees, promoting District Employees or seeking to fill job openings with new Candidates that are neither existing District Employees or accreted Employees.
7. Nothing herein shall be deemed to require that the District retain or manage Employees in a manner inconsistent with these Rules or the Districts various policies and procedures and these rule shall not create an employment right in any person who is not duly hired by the District.
8. The District shall not rehire any Employee who has an existing personnel file that includes a designation of "not eligible for rehire" due to a prior separation from employment with the District.

2.3 Recruitment, Hiring and Promotion of Exempt Employees

The Executive Director shall have discretion to vary from the hiring process utilized for Classified Employees when hiring Exempt Employees. Notwithstanding the discretion granted herein the District shall abide by the merit principles and all prohibitions and restrictions of these Rules regarding Suspect Classes and nepotism when hiring Exempt Employees.

2.4 Temporary Promotion.

A. The District may temporarily promote an Employee who meets the minimum qualifications for a Position at the discretion of the Executive Director.

B. A temporary Promotion shall be for a period of at least thirty (30) Days or greater but not more than twelve (12) months.

C. Temporary Promotions within the same Classification level by Employees who meet minimum requirements for a job will result in a temporary pay increase to the minimum pay of the new job, or a temporary pay increase of up to 10 % if the Employee's current pay exceeds the minimum of the new job. In no event shall the temporary Promotion permit an increase in pay that would violate the District's Compensation and Classification plan by paying an Employee more than permitted for a given Classification. However, the Executive Director may provide such other Compensation and benefits as may be reasonably required to induce Employees to assume the additional responsibilities of a temporary Promotion so longs as the Compensation or benefits are commensurate with the additional duties.

D. Temporary Promotions from any lower level Classification to any higher level Classification will result in a pay increase to the minimum pay of the new job, or up to a 10% increase if the Employee's current pay exceeds the minimum of the new Classification.

2.5 Recruitment for Posted, Advertised Positions.

A. All applications for positions with the District shall be made on forms prescribed by the Executive Director. Such applications shall include information, which is determined necessary or is mandated by State or Federal law, or regulations. All applications shall be signed, dated and the truth of the statements contained therein certified by the Candidate's signature.

B. No question on any form of application shall be so worded as to elicit information concerning inclusion in a Suspect Class of any Candidate, except information required to assist with equal employment opportunity efforts. Furthermore, no inquiry shall be made concerning inclusion in a Suspect Class during any interview, and all such disclosures, thereof, shall be disregarded, unless such information is deemed a Bona fide occupational qualification.

C. The District may compile and analyze applications and applicants in any manner that is consistent with these Rules and is reasonably calculated to ensure that the District hires meritorious and qualified applicants.

D. All applicants shall inform the district of any relations or relationships that could constitute a violation of the District's policy on nepotism.

E. The District may require releases from applicants as a condition prior to making any job offer to the Candidate. Releases may be required to obtain any relevant work history, educational background, criminal background or to speak with any person used as a reference during the application process. Nothing herein shall be deemed to preclude the District from making job offers that are conditioned upon a subsequent determination that the Candidate is qualified to perform the job based upon the background checks authorized herein.

F. The Executive Director is authorized to adopt administrative policies regarding the process for obtaining background information from Candidates and any criteria for assessing the responses to background checks including but not limited to criteria which would disqualify a Candidate from District employment. Any such regulations shall comply with minimum requirements of these Rules regarding Suspect Classes and shall be written and implemented to ensure that disqualifications do not occur where such disqualification would constitute a violation of the express provisions of these Rules.

2.6 Application for Employment or Promotion-Filling.

A. All applications for positions with the District shall be made on forms prescribed by the Executive Director. Such applications shall include information, which is determined necessary or is mandated by State or Federal law, or regulations. All applications shall be signed, dated and the truth of the statements contained therein certified by the Candidate's signature.

B. No question on any form of application shall be so worded as to elicit information concerning inclusion in a Suspect Class of any Candidate, except information required to assist with equal employment opportunity efforts. Furthermore, no inquiry shall be made concerning inclusion in a Suspect Class during any interview, and all such disclosures, thereof, shall be disregarded, unless such information is deemed a Bona fide occupational qualification.

C. All applicants shall inform the district of any relations or relationships that could constitute a violation of the District's policy on nepotism.

2.7 Applicant Preference.

To the extent permitted by laws, Candidates may be given preference for positions if:

A. they are current classified Employees;

B. they are accreted Employees from a merger of District operations with another transit provider and are given preference as part of the accretion process and pursuant to any plan adopted for the accretion of another entities Employees;

C. they have reemployment rights due to a prior Reduction in Force or pursuant to a Collective Bargaining Agreement;

D. they have special status as veterans; or

E. preference is otherwise allowed by state or federal law.

2.8 Proof of Veteran Status.

Proof of eligibility for veteran preference shall be presented to the District at the time the application is filed.

2.9 Rejection of Application.

A. Applications may be rejected if the Candidate:

1. fails to meet the required minimum qualifications as stated in the job description;

2. has been convicted of a felony or a misdemeanor and the provisions of the Criminal Offender Employment Act, Sections 28-2-1 to 28-2-6, et seq., NMSA 1978, permit such rejection:

a. Subject to the provisions of the Criminal Offender Employment Act, in determining eligibility for employment, the District may take into consideration the conviction after the applicant has been selected as a finalist for the position; however, such conviction shall not operate as an automatic bar to obtaining public employment unless otherwise provided by law to the contrary.

b. The following criminal records shall not be used, distributed, or disseminated in connection with an application for any District employment:

i. Records of arrest not followed by a valid conviction; and

ii. Misdemeanor convictions not involving moral turpitude.

c. The Executive Director may refuse to grant or renew, or may suspend or revoke the application of any Candidate or Employee for District employment for any of the following causes:

i. where the Candidate or Employee has been convicted of a felony or a misdemeanor involving moral turpitude and the criminal conviction directly relates to the particular employment;

ii. where the Candidate or Employee has been convicted of a felony or a misdemeanor involving moral turpitude and the criminal conviction does not directly relate to the particular employment and if the

Executive Director determines, after investigation, that the person so convicted has not been sufficiently rehabilitated to warrant the public trust.

d. The Executive Director shall explicitly state in writing the reasons for a decision which prohibits the person from engaging in District employment, if the decision is based in whole or in part on conviction of any crime described in Paragraph two of this section. Completion of probation or parole supervision or of a period of three years after final discharge or release from any term of imprisonment without any subsequent conviction, shall create a presumption of sufficient rehabilitation for purposes of Subsection c, ii, above;

3. has made any material omission, false statement or produced any false document in support of the application;

4. has failed to complete the application correctly or submit the application within prescribed time limits;

5. has submitted an application for a job that is closed for recruitment;

6. has attempted to use political influence in securing a District position; or

7. has otherwise violated these Rules.

B. The District shall notify each Candidate whose application is rejected.

2.10 Examinations-General.

A. Examinations shall be confined to those matters which test the Candidate's capability in areas which are directly job-related and which fairly, validly, and reliably test the capacity and fitness of the applicant to successfully discharge the duties of the Position for which the examination is administered.

B. Examinations may be written, oral, or physical, and may include but are not limited to performance tests, ratings of training, rating of education, or any combination of tests and procedures.

C. New tests may be developed in accordance with established professional techniques and relevant federal laws, regulations, and guidelines with the intent of measuring critical or important knowledge, skills, abilities, job duties, work behavior, or work necessary for successful job performance.

D. No test shall be administered by the District without such test having been approved by the Executive Director or by a duly authorized state or federal agency.

2.11 Exemption from Examination.

A. The Executive Director may exempt from competitive entrance tests those professional and technical persons who possess recognized registration or certification who are applying for positions, which require such registration or certification.

The Executive Director may also exempt from competitive entrance tests certain jobs where job-related ranking measures are not practical or appropriate.

2.12 Selection for Employment.

A. Applicants shall be selected who are best able to perform job requirements without regard for membership or inclusion in a Suspect Class, political affiliation or other non-merit factors.

B. The selected Candidate may not start employment until background checks, pre-employment physicals, and drug tests are successfully completed as required.

C. Those Candidates interviewed but not selected shall be notified in writing of their non-selection in a timely fashion.

2.13 Emergency Hiring.

A. An emergency hire is the employment of a person when an emergency condition exists that would, in the opinion of the Executive Director, compromise the public health, safety, and welfare, or severely curtail the normal operations of the District.

B. If no Candidates are available for the Classification, the District may hire an apparently qualified person without testing.

C. An emergency hire may be converted to a probationary, regular, limited term, or temporary Employee with the approval of the Executive Director if the individual

1. passes the appropriate test; or

2. has taken but not passed the appropriate test; the Department Management certifies that the Employee is performing at a satisfactory level; and there are no available Candidates for the position.

D. No individual shall hold an emergency appointment longer than ninety (90) Days in any twelve (12) month period, unless approved by the Executive Director.

2.14 Reemployment Process

Former Employees who separated from the District in good standing may be re-hired by the District within one (1) year from the date of separation without recourse to analysis of additional Candidates. However, nothing herein shall be deemed to require reemployment of former Employees.

A. The individual must submit an application and meet the minimum qualifications for the Classification and the re-hire must be approved by the Executive Director.

B. Such individuals will be treated as a new Employee regarding Probationary Period, leave accrual, seniority, and other Employee privileges unless a Collective Bargaining Agreement expressly provides for contrary treatment.

C. Former classified Employees, who were laid off as a result of a Reduction in Force, may be offered reemployment by the District pursuant to the Rules and Regulations regarding Reduction in Force.

D. Former Employees who are listed as 'not eligible for rehire' in the District's personnel files shall not be eligible for reemployment with the District.

2.15 Probationary Period.

A. New Employees shall satisfactorily complete a Probationary Period as a precondition for continued employment by the District.

1. The Probationary Period for new, promoted or re-employed Employees is six (6) months.

2. Prior to the expiration of the Probationary Period a Supervisor may extend the Probationary Period up to an additional ninety (90) Days for further evaluation if, in the opinion of management, it is necessary to determine the Employee's ability to adequately perform the job, and the extension is approved by the Executive Director.

3. If leave without pay is taken during the Probationary Period, the Probationary Period shall be extended by the number of Days of leave without pay used by the Employee.

B. An Employee may be separated from employment by the District without a right of appeal or hearing at any time during the Probationary Period for any reason so long as the reason is not contrary to the express limitations in these Rules regarding Suspect Classes.

RULE 3 – CLASSIFICATION AND COMPENSATION

3.1 Authority.

The District has authority pursuant to NMSA 1978, Section 73-25-5 (G) (6) to appoint, hire and retain Employees, agents, engineers, attorneys, accountants, financial advisors, investment bankers and other consultants. In order to implement this authority on an equitable and fair basis the District hereby elects to implement a system of Classification and Compensation as further defined by these Rules. Classification and Compensation may be the subjects of separate District policies which may be changed from time to time independent of these Rules.

3.2 Preparation of Classification System.

The Executive Director or a contractor or agent shall prepare and maintain a Classification System which provides for a grouping of all positions in the District into Classifications on the basis of essential duties, responsibilities, and minimum qualifications required.

3.3 Content of Classification System.

A. The Classification System shall include the descriptions for the various Classifications, which may be subdivided or grouped as deemed appropriate. Each Classification shall be assigned a pay Range which shall be used by the District to ensure fair pay to Employees within each Classification.

B. Written descriptions for each Classification shall be prepared by the Human Resources Office, and approved and amended as necessary by approval of the Executive Director. These descriptions shall include:

1. The title of the Classification;

2. Examples of typical essential tasks performed, responsibilities, and working conditions;

3. A statement of the minimum qualifications required, including the kind and amount of training and experience, knowledge, skills, and abilities, physical requirements, and job-related personal attributes that an Employee should possess; and

4. Signature by the Executive Director and the date of the last revision.

3.4 Revisions to the Classifications.

A. Whenever the creation, abolition, subdivision, or consolidation of individual Classifications appears necessary, due to the creation of a new position, change in organization, or change in the duties of certain positions, a Classification may be revised and the revision must be submitted to the Executive Director for approval.

B. Any revisions that may reflect a major change in policy should be submitted to the affected Managers, Supervisors and interested parties in order to obtain input concerning such revisions.

C. When a Classification is revised, the title of Classification and in some cases the pay Range assignment may be affected. The pay of individual Employees in the revised Classification may not be reduced or increased without the approval of the Executive Director.

D. When there are revisions to the Classification system as a whole the revisions shall be submitted to the District Board for approval.

3.5 Allocation of Positions to Classifications.

A. Every Position in the District shall be allocated to a Classification; all positions substantially similar as to the tasks performed, as to the responsibilities exercised, and as to the minimum qualification requirements shown in the Classification descriptions, shall be allocated to that same Classification.

B. The title of a Classification shall become the title of positions under that Classification and shall be used on all official records and correspondence relating to individual positions within the Classification.

C. Department Management may recommend the allocation or Reclassification of positions to one of the Classifications in the Classification System or a new Classification, subject to approval by the Executive Director.

D. Department Management shall submit adequate documentation to support the recommended Reclassification of a Position to a different Classification.

E. Periodic audits to determine whether or not positions are properly allocated shall be conducted. If it is determined that a Position is improperly allocated, the Executive Director shall reallocate it to its proper Classification.

F. When a new Position is contemplated, the Position must be formally established before it may be filled. Except as otherwise provided by these Rules, no person shall be appointed to or employed in a Position until the Position has been allocated to a Classification and approved by the Executive Director.

3.6 Types of Employees.

The District recognizes the rights and duties of Employees and employers under New Mexico law which includes the employment contract between employer and Employee under these Rules. In addition to Classification of Employees the District distinguishes between types of Employees based upon the following standards.

A. A Classified Employee is a, full or part-time position, the duties of which do not terminate at any stated time. The term Classified Employee includes the status of said Employee as further defined herein.

B. An Exempt Employee (Non-classified) is a, full or part-time position, exempt from the classified service under the FLSA.

C. A limited term Employee is the employment of a person with benefits for a limited and specified time period, e.g., one year or longer subject to funding for the project or program. Limited term Employees are subject to these Rules and all other rules and regulations of the District, except for the right of appeal regarding separation from employment following the expiration of a term or project or program funding.

D. A temporary Employee is a person hired to perform a job which is limited in nature or is on a seasonal basis and which will not exceed twelve months of continuous employment unless otherwise approved by the Executive Director. Temporary Employees are not eligible for benefits and have limited remedies for employment disputes as stated herein. Temporary Employees may be converted to Classified or limited term status in the same Classification and credited with up to six-months service towards completion of the Probationary Period at the time of the conversion with the approval of the Executive Director. Temporary Employees may fill in for Classified Employees on Long Term Disability, Family Medical Leave, Worker's Compensation or Extended Leave without pay. If the temporary assignment lasts for more than six (6) months, these Employees will receive the same insurance and paid leave benefits as Classified Regular Employees, beginning the seventh (7^{th}) month of their employment. However, these Employees will remain temporary for all other purposes.

E. An At-Will Employee is and Employee who is freely terminable and not subject to the requirements of these Rules regarding Disciplinary Action and Just Cause for purposes of Termination as further defined in these Rules. At-will Employees are not required to serve a Probationary Period due to the fact that they are freely terminable.

F. A full time Employee is an Employee who generally works 40 hours or more in a given work week or 80 hours or more within a given two week pay period.

G. A part time Employee is an Employee who works less than 40 hours per week or less than 80 hours in a given two week pay period.

3.7 Compensation Policy.

A. Compensation for District Employees shall be equitable and competitive with the market and in accord with the District's ability to pay.

B. It is the policy of the District that any comprehensive Compensation plan, for all Classifications of the District is subject to and limited by the availability of funds as determined by the Board. The Board shall be the final arbiter of available funds.

C. An Employee working 40 hours, minimum, per week is eligible to receive full benefits. An Employee working not less than 21 hours and nor more than 39 hours per week is entitled to partial benefits on a *pro rata* basis.

3.8 Preparation of the Compensation Plan—Pay Ranges.

A comprehensive Compensation plan for all Classifications in the District shall be prepared under the direction of the Executive Director. The Compensation plan shall take into consideration experience in recruiting for positions for the District, prevailing rates of pay in comparison to similar services in public and private employment (to the extent that such data is available), cost of living, and other benefits received by District Employees, and the District's financial condition and ability to pay.

3.9 Adoption of the Compensation Plan.

The Compensation plan (whether a part of a Compensation and Classification policy or otherwise) shall be adopted by resolution of the Board.

3.10 Revision to the Compensation Plan.

The Compensation plan may be revised upon the recommendation of the Executive Director and the approval of the Board.

3.11 Administration of the Compensation Plan.

A. The approved Compensation Plan shall constitute the official schedule of pay for all Classifications in the District to which such Compensation plan is applicable. The rates of pay for all persons in the District shall be approved by the Executive Director and no pay shall be approved unless it conforms to the approved Compensation plan.

B. No Employee in the District shall be paid less than the minimum nor greater than the maximum of the pay Range for the Classification as fixed by the Compensation plan unless otherwise provided for in these Rules.

C. The entry pay of any Employee of the District shall be the minimum pay in any applicable pay Range, unless a higher rate, in-grade hire, is authorized by the Executive Director because of the Candidate's exceptional qualifications, difficulty in recruitment, or other valid reason.

D. Increases in pay within the pay Range shall be based upon performance and shall require the approval of the Executive Director. Supervisors and the Executive director shall consider an Employee's compliance with District policies and procedures, job performance, competence and job knowledge when evaluating any increase in pay of an Employee.

3.12 Individual Pay Adjustments and Promotion.

A. Promotions within a Classification will result in a pay rate increase to, either the minimum pay for the Classification based upon the current Compensation plan, or up to 10% increase if the Employee's current pay rate exceeds the minimum Compensation for the Classification. The maximum pay for the Classification shall not be exceeded.

B. Promotions from a lower level Classification to any higher level Classification will result in a pay rate increase to the minimum pay for the Classification based upon the current Compensation plan, or up to a 10% increase if the Employee's current pay rate exceeds the minimum Compensation for the Classification. The maximum pay for the Classification shall not be exceeded.

C. A higher pay rate may be authorized upon Promotion by the Executive Director because of pay compaction; experience and qualifications; correction of pay inequities; or other valid reasons.

D. The pay of an Employee who is laterally Transferred to a comparable Position shall remain the same unless the Executive Director finds cause for a pay increase due to any change in employment conditions, job assignment or particular duties caused by the change.

E. The pay of an Employee who is re-employed after being called to military active duty in accordance with the provisions of Rule 4.21 shall be at a rate equal to what the Employee would have attained had the Employee not been called to active duty.

3.13 Decreases in Pay

A. If an Employee is demoted for their inability or unwillingness to perform the assigned duties and Essential Functions of their position, then that Employee may also suffer a decrease in pay. The amount of the pay reduction shall be determined on a case-by-case basis, but never shall decrease pay below the lowest pay for the Classification.

B. An Employee may receive a reduction from their current Classification to a lower Classification with no reduction in pay if the Reclassification of the Employee's Position is due to reorganization or a Reduction in Force.

C. The pay of an Employee who voluntarily takes a Classification reduction may be reduced but never below the lowest pay for the Classification.

D. Pay of all Employees may be decreased uniformly and equitably for budgetary reasons or in the context of a Reduction in Force or Furlough upon the recommendation of the Executive Director and approval of the Board.

E. Affected Employees shall be given at least twenty-eight (28) Days' notice and such additional notice as may be required prior to any Reduction in Force.

F. In no case shall pay be reduced below the minimum rate for the Classification.

G. Pay decreases may be made to types of Employees, when deemed necessary by the Board due to budgetary constraints. Reductions in pay shall be implemented in such a manner as to reduce pay to Classified Employees as a last resort. In the event that the Board decreases pay by Employee types the pay decreases shall be imposed in the following order of priority:

1. Emergency.

2. Temporary.

3. Limited Term.

4. Classified Employees on Probationary status.

5. Exempt.

6. Classified

3.14 Performance Based Increases.

A. Performance increases shall not be granted on an automatic basis but shall be granted upon the demonstrated quality of an Employee's performance, subject to the availability of funding.

B. Exempt, Classified and limited term Employees whose performances are average or above average, may be granted a performance increase. Any limitations for such increases shall be approved by the Board, and shall be further limited by the pay permitted to the Classification. Periodic performance evaluations may be performed as needed. Management may in its discretion perform performance evaluations at any time but shall generally perform evaluations one (1) year from the most recent of:

1. Rehire or re-employment

2. Initial employment

3. Promotion.

C. Generally, performance increases shall only be considered annually. Any period of leave without pay in excess of thirty (30) Days shall not be credited as continuous service in calculation of this annual period. Service in emergency or limited term, or temporary status, when followed without a break in service by probationary employment to the same Classification, will be credited toward calculation of this annual period.

D. The Executive Director may authorize a pay increases within the Range permitted for a Classification as an incentive for the retention of exempt, Classified and limited term Employees who are offered employment outside of the District to retain them in their current positions. The following will be required:

1. The District must have satisfactory proof of an outside job offer.

2. Any pay increase shall be prospective, not retroactive and pay shall never be provided in advance of work performed.

3. Before receiving a pay increase for retention, an Employee must sign a written agreement to complete a specified period of service with the District.

E. The Executive Director may authorize a pay increases within the Range permitted for a Classification as an incentive for the retention of limited term "seasonal" Employees who return to work in subsequent seasons. The following will be required:

1. The District must be satisfied that the limited terms Employee's prior work was satisfactory and that the rehiring of the Employee is a benefit to the District because of the Employee knowledge and training regarding District operations.

2. Any pay increase shall be prospective, not retroactive and pay shall never be provided in advance of work performed.

3.15 Red Circle Rate.

Red Circle Rate refers to the rate of pay for an Employee whose pay rises above the current maximum pay for the Classification to which the Employee is assigned, reclassified or Transferred. Such Employee(s) shall be placed on a pay freeze for a period not to exceed two (2) years and shall not be eligible for any general adjustment (COLA) given during the same period of time. However, the Employee may be eligible for a performance increase based on a performance review which will be treated as a one-time award distribution and not added to the Employee's base pay.

During the two-year pay freeze period, if the Employee's rate of pay falls below the maximum within the pay Range, the freeze shall be lifted. If at the end of two years, the Employee's pay rate exceeds the maximum permitted for the Classification, that Employee's pay rate shall be reduced to the maximum for the Classification.

3.16 Overtime Compensation.

A. In order to meet the demands of work, Employees may be required to work in excess of the hours designated in their normal work week. Overtime Compensation will be paid to Employee, as indicated below, for actual hours worked. Supervisors are responsible for scheduling overtime in advance whenever possible and keeping overtime usage to a minimum consistent with the budget. However, the needs of the District and service to its constituents may dictate overtime usage and Supervisors are responsible for raising the budgetary needs and impacts of overtime usage with the Executive Director as early as possible to ensure a proper balance is struck between staying within budget and meeting District service needs.

B. Exempt Employees who work in excess of the normal work week (forty [40] hours), are not eligible for overtime pay. The basic Compensation of exempt Employees is based on the amount of work necessary to complete the assigned functions and is not based upon a set number of hours per work week. Time worked in excess of forty (40) hours per week is not eligible for Compensation during the course of employment or upon Termination. However, at the discretion of the Executive Director, exempt Employees may be granted Administrative Leave in consideration of their work efforts.

C. Overtime will normally be permitted or required when service demands present no other reasonable alternative. Because of the size of the District and the nature of the Districts business Supervisors and managers may require individual Employees to perform overtime work based upon their geographical location and access to District property and equipment.

However, when a Supervisor has determined that overtime work may be equitably distributed, Employees may be required to work a proportional share of the overtime assigned to the Employee's Classification or work unit. Refusal to accept an overtime assignment may result in Disciplinary Action.

D. Non-exempt Employees shall be compensated for overtime at one and one-half (1 1/2) times their hourly rate of pay unless otherwise specified in the Fair Labor Standards Act (FLSA). Non-exempt Employees shall be paid for overtime within the pay period that the overtime is worked unless the Employee elects to receive compensatory time in lieu of paid overtime. Such compensatory time shall be accrued at time and one-half.

E. The following hours are considered as hours worked for the purpose of qualifying for overtime pay at the rate of time and one-half.

1. Hours actually worked;

2. Paid holidays;

3. Hours allowed for voting time;

4. Jury duty;

5. Hours allowed for court duty when appearing as a witness on behalf of the District or because of an official capacity with the District; and

6. Training time.

F. The following are considered hours not worked and will not be counted toward overtime/comp-time eligibility. Excepting only the provisions above, an Employee must be physically at work more than forty (40) hours per week and cannot use the following time to obtain overtime/comp-time eligibility:

1. Vacation;

2. Sick leave;

3. Military leave;

4. Funeral leave;

5. Injury leave;

6. Lunch break;

7. Comp-time hours used.

G. Travel time may be work time when required by the District.

1. Travel from home to work and from work to home is not work time unless the travel is required by the District to an alternative work site that is not the Employees regular

work site. Any such paid travel time shall require prior approval by the Executive Director.

2. Time spent by an Employee in travel as part of his/her normal activities, such as travel from job site to job site during the Employee's regular working hours, or operation of a transit vehicle for public transit, is work time and must be recorded.

3. Travel performed outside of an Employee's normal work schedule as a result of assigned duties may constitute work time. The Human Resources Office must be consulted in advance to determine whether or not such travel time is work time.

3.17 Compensatory Time.

A. In some cases, compensatory time may be granted to Classified Employees in lieu of cash payment. Classified Employees may accrue and use up to forty (40) hours of compensatory time annually. In the last pay period of the fiscal year, all accrued but unused compensatory time shall be paid to the Employee at the Employee's then current regular rate of pay.

B. Classified Employees who separate from the District shall be compensated for all accrued compensatory time.

3.18 General Wage/Pay Adjustments.

It is the intent of the District to consider prevailing practices related to cost of living and market trends in establishing wages and salaries which constitute any formal Compensation plan. Any change in Compensation will ultimately be based upon the anticipated affect(s) upon the District budget. The Executive Director, based upon Board of Director's approval, will make final determinations of any changes regarding Compensation. If general, across-the-board, adjustments in Compensation are approved for District Employees, then the change will be effective on a date determined and approved by the Board of Directors. General adjustments in Compensation are separate and distinct from merit based adjustments to Compensation. General adjustments may affect the Compensation plan only, potentially shifting the pay of all Employees in relation to the midpoint without changing individual Compensation.

3.19 Cost-of-Living vs. Market.

Adjustments to any Compensation plan may be determined periodically through analysis of market trends in comparison to cost-of-living (COL). The District may utilize either market survey results or cost-of-living index data (federal) or a combination of both. If the District's Board approves an adjustment to a Compensation plan, all Employees, except those being red circled (frozen for having reached the top of their pay scale), shall receive the benefits of such general COL adjustments to the pay plan unless such Employees are represented by a union and such adjustments, if any, are governed by a collective bargaining agreement.

In determining the total Compensation value of the position, benefits and changes to overall costs of the District from Employer contributions must be considered. Base pay plus all employer cost of benefits constitutes total Compensation. In comparing benefit packages provided in the labor market, the District may evaluate both level and cost of benefits or other factors as deemed appropriate.

3.20 Pay Upon Separation from Employment.

When Employees are separated from employment with the District for any reason, they shall be required to return all District property and equipment and to resolve all financial obligations involving their employment with the District. Any such obligation not resolved prior to separation may be itemized and deducted from their final paycheck as contested amounts which the District claims to the extent that the deduction is legally authorized and not in violation of minimum wage requirements. The Employee's final paycheck, including Compensation for all uncompensated hours worked, unused annual leave and overtime not disputed by the District, will be issued on the next regularly scheduled pay period following Termination or within 10 Days of separation from employment whichever is sooner. Claims for disputed amounts must be timely filed by the Employee with the District following issuance of the final paycheck.

3.21 Pay Advancement.

It is illegal for the District to make pay advances to Employees and no such advances shall be authorized or made. Furthermore, the District may not pay employer's share of any paycheck deduction in a manner that would constitute an extension of credit in violation of the New Mexico State Constitution. Employees who have expended all leave and not returned to work may be required to tender the full amount of any premium or contribution due for continued participation in Employee benefits pending their return to work. Nothing herein shall be deemed to require the District to continue to employ an Employee or hold open a Position for an Employee who has not returned to work.

3.22 Standby Pay and Callout Pay.

The Executive Director is authorized to establish administrative regulation regarding standby pay and callout pay for Employees required to be available at times not outside the regular work schedule or any such time as the District requires the Employee to be available. However, nothing herein shall authorize any pay that would be in violation of the District Compensation and Classification Plan, any Collective Bargaining Agreement or federal and state laws.

3.23 Out of Classification/Temporary Assignment Pay.

The Executive Director is authorized to establish administrative regulations regarding Employees who are assigned additional duties and responsibilities of a different job or Classification in addition to their regular job duties. The Executive Director is authorized to increase and Employee's pay by up to ten percent (10%) on a temporary basis for out of classification/temporary assignments. The Executive Director shall provide any Employee assigned such additional duties a written statement outlining the specific additional job duties or tasks the Employee is responsible for and explaining that any increase of pay under this rule is for the additional job duties and shall only be paid for so long as the Employee performs the additional job duties. Nothing herein is intended to allow or require any District Employee to perform job duties that they are not qualified to perform. Employees should also be advised that out of Classification pay is expressly authorized in instances where an Employee is qualified to perform some but not all job duties of another job and that the temporary assignment of partial duties does not indicate that the Employee is qualified to perform all the job duties.

RULE 4 – EMPLOYEE WORK WEEK, HOURS AND LEAVE

4.1 Work Week.

A. The Work Week for full-time Employees shall consist of forty (40) hours in a Seven-Day period. The standard Work Week commences at 12:01 a.m. every Saturday and ends at 12:00 p.m. on Friday. However, the Executive Director has the authority to vary the Work Week if the efficient operation of the District so requires. There are two Work Weeks in a pay period.

B. The District may impose a work schedule for each particular positions altering the specific hour of work for the Position to meet District needs. Work schedules may require any combination of hours within a Work Week deemed necessary for District operations including but not limited to split shifts, scheduled work on weekends or holidays, scheduled work in early morning and late evening hours, and scheduled work consistent with routes bid under any current CBA. Failure to follow any District work schedule may be grounds for Disciplinary Action.

C. Hours worked within a Work Week shall be tabulated by including all hours actually worked by an Employee as contributing toward the forty (40) hour Work Week and only permitting or requiring the use of leave or the payment of overtime when actual hours worked exceed or fall short of the 40 hours required for a Work Week.

4.2 Work Day.

The Work Day shall be determined by the Executive Director to best meet the needs of the organization and the work Day may vary by Position depending upon the operational needs of the District.

4.3 Work Hours

A. Full-time District Employees have a regular Work Week of forty (40) hours. All Exempt Employees and any Classified Employee who performs administrative support work for the District shall generally be required to work from 8:00 A.M. to 5:00 P.M. Monday through Friday unless an alternative schedule is approved for the specific position.

B. Normal work hours for Classified Employees who do not perform administrative support work shall be set by the Supervisor, with the approval of the Executive Director. Consideration should be given to shift requirements, seasonal conditions, special service needs and other activities necessary to provide a continuity of public service. Occasionally, it may become necessary to deviate from the normal work hours due to changing District requirements, availability of properly trained and licensed Employees and unforeseen events and conditions. It is the responsibility of Supervisors to prescribe work hours in such cases.

C. Lunch Breaks shall be set by Supervisors with the approval of the Executive Director generally a one-hour lunch break shall be provided to all Classified Employees; however, work schedules and other job-related functions may necessitate variations in the scheduling of the lunch break.

D. Relief periods are permitted for the purposes of breaking up a continuous period of work to improve the well-being and performance of Employees. Relief periods may be granted as time permits but should be limited to fifteen (15) minutes, once in the first half of the work shift and once in the second half. Employees shall not combine two (2) relief periods into one, nor shall they be allowed to combine a relief period with a lunch break. Relief periods shall not be used

or skipped in a manner that permits Employees to start or leave their work early. Employees are not permitted to leave the work site during a relief period. Employees may be permitted to have family members or acquaintances at the work site during a relief period break if authorized in advance by their Supervisor. Nothing herein shall be deemed to limit the Districts ability to provide reasonable accommodations to Employees as the District deems appropriate and in compliance with all relevant laws including but not limited to the Americans with Disabilities Act. Relief periods are considered hours worked; lunch breaks are considered hours not worked. Supervisors shall not permit Classified Employees to forego their lunch break or continue working while having lunch or allow any similar changes to the work schedule that would permit or require accumulation of uncompensated overtime. Lunch breaks shall not be eliminated or shortened so that Employees can alter their regular schedule in any way unless previously approved by the Employee's Supervisor and the Executive Director.

4.4 Other Employment While on Duty for the District.

No Employee shall engage in any other employment or self-employment, during the hours the Employee is scheduled to work for the District. Violation of this Rule may be grounds for Disciplinary Action.

4.5 Outside Employment.

A. It is anticipated that employment with the District will be the Employee's primary duty and all Employees are required to ensure that any other employment does not interfere with their ability to fully and professionally perform their duties as District Employees. All Employees engaging in employment other than with the District must have prior District approval.

B. To assure no conflicts exists between District employment and outside employment (including but not limited to conflicts of interest, schedule conflicts or travel conflicts) Employees who engage in employment in addition to their District employment are required to obtain written approval on a prescribed form from the Executive Director.

C. Before an Employee may work for any other organization or engage in business for himself/herself, approval of the Executive Director is necessary to determine that:

1. Neither the Employee nor his/her subordinates shall conduct any business connected with the Employee's outside employment while on duty.

2. There is no conflict between the Employee's official duties with the District and the proposed outside employment.

3. The Employee is serving the District satisfactorily and will be able to do so if he/she undertakes outside employment.

D. Approval authorizes outside employment for a period of one (1) year from the time of approval. The Employee must re-apply on a prescribed form for continued approval annually so long as Employee wishes to continue outside employment.

E. Authorization to engage in outside employment shall be suspended during periods of sick or Disability leave.

4.6 Holidays and Holiday Pay

A. The holiday schedule listed herein is the official holiday schedule.

The following holidays shall be observed as paid holidays:

January 1	New Year's Day
January	Martin Luther King Day
May	Memorial Day
July 4	Independence Day
September	Labor Day
October	Columbus Day
November	Veteran's Day
November	Thanksgiving
November	Day after Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day

B. All Classified, Exempt or Limited-Term Employees shall be paid for holidays listed herein at the Employee's straight time hourly rate. Holiday pay is based on eight (8) hours of pay for full-time Employees and prorated hours for part-time regular Employees. An Employee whose work day is in excess of eight hours will be required to utilize compensatory time or annual leave for any absence in excess of eight hours on the day that the holiday is observed unless the required use of leave is prohibited in a CBA or by law.

C. All Classified Employees who are required to work a holiday shall be compensated at the rate of two (2) times their hourly rate for all hours worked.

D. Whenever a legal public holiday falls on a Saturday, it will be observed on the preceding Friday and whenever a legal public holiday falls on a Sunday, it will be observed on the following Monday. Should an Employee be on an authorized Leave with Pay when a holiday occurs, the holiday shall be paid and not charged against sick or vacation leave.

E. Employees whose scheduled day off falls on the observed holiday shall be given 8 hours of annual leave or compensatory time. In order to be eligible for holiday pay the Employee must be in approved paid status on both the regular scheduled Workday immediately preceding the holiday and the regular scheduled Workday immediately following the holiday. Approved pay status is defined as any compensable time such as time spent at work, as well as approved vacation, approved sick leave and holidays. Employees will not receive holiday pay for an unpaid or unapproved absence(s) or unapproved sick leave usage (unless the sick leave is from a proven illness) on the regular scheduled Workday immediately preceding the holiday and the regular scheduled Workday immediately following the holiday.

4.7 Approval of Leave.

A. All requests for leaves of absence, with or without pay, shall be made to the immediate Supervisor for approval on forms prescribed by the Executive Director.

B. All requests for leave shall be submitted in advance of the beginning date of the leave, (except requests for unanticipated sick leave which shall be submitted for approval at the earliest possible time), and the duration and kind of leaves shall be recorded on the payroll. Supervisors

are responsible for providing sufficient advance notice of any Employee leave to ensure that the approval of leave by the Executive Director shall be made at a time and in a manner that permits consideration of District needs prior to the Employee's absence from work.

C. The Executive Director or (in the case of the Executive Director's leave the Chair of the NCRTD Board) shall regulate annual leave usage by requiring the scheduling and preapproval of leave in order to ensure proper operation of the District. In no circumstances shall an entire Department be permitted to take annual leave at the same time. Supervisors shall be responsible for scheduling annual leave and seeking pre-approval of leave so as to avoid unreasonable interference with District operations. Each Employee is responsible for monitoring his/her leave balances and ensuring that he/she schedules leave in a manner that will avoid unreasonable interference with District operations and the loss or conversion of leave.

D. Paid leaves of absence are subject to the Employee's accrued leave balance and the scheduling requirements of the Department Manager.

E. All requests for leave without pay are subject to the rules set forth below.

4.8 Accrual and Use of Annual Leave.

A. Annual leave is accrued in accordance with the schedule below. Part-time Employees accrue a pro-rated amount of Annual Leave based on their base budgeted hours. Temporary Employees do not accrue Annual Leave. Periods of leave without pay shall not count for the purpose of accumulation of annual leave. Employees may accumulate annual leave, but only a limited amount may be carried forward from year to year based on the schedule below. All hours of annual leave that may not be carried forward by the end of last pay period in the calendar year will be credited to the Employee's sick leave balance on the first pay period of following calendar year.

Annual Leave Accrual Schedule

Months	Length of Service	Annual Leave Hours/days	Hours Accrued (based on 80 hours worked per pay period)	Maximum Accumulation[2] (current Employees)	Maximum Accumulation [3] (new Employees)
0 – 48	0 thru 4 years	80 hours/10 days	3.077 hours	2 times annual accrual	240 hours
49 – 108	5 thru 9 years	120 hours/15 days	4.62 hours	2 times annual accrual	240 hours
109 -299	9 thru 24 years	160 hours/20 days	6.15 hours	2 times annual accrual	240 hours

Based on an employee's length of service, employees may accumulate and carry over into the first pay period of the calendar year accrued and unused vacation, not to exceed two (2) times the annual maximum accrual.

All employees hired after the effective date of adoption of these revised Rules may accumulate and carry over into the following year accrued and unused vacation not to exceed 240-hours subject to the provisions in section 4.9.

300 +	25 years or more	200 hours/25 days	7.69 hours	2 times annual accrual	240 hours

B. Annual leave shall be taken for the actual number of hours absent from a normal work week and in increments of not less than1/4 hour increments.

C. Upon Termination of employment an Employee shall be paid for any annual leave which has been accrued but not taken.

D. The preceding rules apply to accruals of leave unless there is a written agreement by the District to the contrary in which case the contract rate shall apply.

E. The preceding caps on accumulated leave may be altered if an Employee participates in the District sick leave incentive program and transfers sick leave to annual leave. At the time of such transfer and thereafter for the term of any employment with the District the Employees annual leave cap shall be altered to allow for the higher cap permitted under these Rules.

4.9 Family Medical Leave Act, (FMLA).

A. Eligible Employees are entitled to Family Medical Leave (FML) in accordance with the FMLA.

B. Employees who have been employed by the District for a total of at least twelve (12) months and who have worked at least 1,250 hours during the twelve (12) months immediately preceding the start of any period of proposed FMLA leave are eligible Employees. During any period of unpaid leave, Employees must continue to pay the Employee's share of health insurance premiums.

C. Eligible Employees are entitled to a total of twelve (12) work weeks of FMLA leave during a rolling 12-month period measured backward from the date on which the Employee last used any FML for:

1. Birth of a child of the Employee and care for the newborn child.

2. Placement of a child with the Employee by way of adoption or foster care.

3. Care for the spouse, child, parent or one who stood in place of a parent of the Employee, if that person has a serious health condition.

4. A serious health condition that renders the Employee unable to perform any of the Essential Functions of the Employee's position; or

5. Any qualifying exigency when the Employee's spouse, child or parent is on active duty or is notified of an impending call or order to active duty in the Armed Forces (including the Reserves and National Guard) in support of a "contingency operation."

6. Any other qualifying event as established by the FMLA.

D. Military Caregiver Leave Entitlement. Eligible Employees are entitled to a total of 26 work weeks in a single 12-month period per-covered service member, per-injury, measured forward from the date the Employee's leave begins, to care for a spouse, child, parent, or next of kin

who is a service member undergoing medical treatment, recuperation or therapy, is on out-patient status, or is on the temporary disabled retired list for a serious injury or illness.

E. Employees are required to use all available paid leave concurrently with FMLA leave.

F. Employees shall not accrue annual and sick leave, nor be paid for holidays while on unpaid FMLA leave.

G. All medical records and correspondence relating to the Employee and/or their family's medical conditions shall be confidential and shall be protected from disclosure to the maximum extent permitted by law. However, the District reserves the right to demand, examine and retain such medical records as are necessary to ensure proper use of FMLA leave.

H. These Rules expressly authorize the District to adopt implementing policies for the administration of the FMLA and procedures for FMLA monitoring and use of FMLA leave.

I. The District shall require medical clearances to the extent and in the manner permitted by law as a precondition for return to work following the use of FMLA leave.

4.10 Sick Leave General Provisions.

Sick leave is provided as a benefit to prevent or minimize an Employee's loss of income during time lost due to personal and family illness or injury. Supervisors are responsible for controlling excessive absenteeism and abuse of sick leave by Employees under their supervision. Employees are expected to utilize sick leave responsibly and should minimize their sick leave usage where possible.

A. Sick leave shall be taken for the actual number of hours absent from the office, and in increments of not less than one hour. All sick leave shall be accounted for by reporting its use on the approved forms upon returning to work. The Executive Director or their designee shall be authorized to approve all sick leave. The Chair of the NCRTD Board shall be authorized to approve all sick leave for the Executive Director.

B. Sick leave may be used for any period of approved absence with pay from regularly scheduled work resulting from an:

1. Employee having an illness or injury which renders him/her unable to perform his/her duties;

2. an Employee having a medical examination, consultation, or treatment by a licensed practitioner; or

3. an Employee's Immediate Family Member as defined by the FMLA, requiring his/her presence because of injury, illness or medical treatment.

4.11 Accrual Rates for Sick Leave.

A. Sick leave for full time Employees shall be accrued at the rate of 3.077 hours per two-week pay period (80 hours per year) to a maximum of seven-hundred twenty (720) hours.

B. Sick leave may only be taken in the event of illness of the Employee, or the Employee's Immediate Family. The District may require the Employee to furnish a written medical statement issued by a licensed physician or practitioner, or other evidence of illness that confirms the illness of the Employee or their Immediate Family member, provides an estimate of when the Employee will be able to return to work, sates whether the Employees incapacity will require intermittent treatments, states the estimated frequency and duration of such treatments, and provides the estimated period for recovery, if known. If the Employee's leave qualifies as protected leave under the FMLA, the District may require a medical certification as provided by federal law.

4.12 Sick Leave Incentive Transfer/Sell Back Program.

A. The following provisions shall apply to non-represented Employees who are not already covered under the Collective Bargaining Agreement's comparable program. The intent is to give non-represented Employees an additional incentive to make judicious use of sick leave.

B. Annually, 15 days prior to the first pay period in December, Employees who meet the criteria described below may elect to participate in the sick leave transfer/sellback program by completing the applicable forms.

C. All Employees who are separated from the District payroll before one (1) year of employment shall not be eligible to transfer/sell back unused sick leave hours under this program.

D. Employees who have accumulated sick leave in excess of 80 hours are eligible to annually transfer to their vacation leave balance or to sell back up to 80 hours of sick leave per year at the value listed below. Employees who utilize the annual sick leave transfer/sell back program must maintain a sick leave balance of 80 hours after transferring or selling any hours.

E. Those Employees who participate in this program and transfer a minimum of 40 hours of sick leave annually will have their maximum vacation accumulation cap changed from the standard (two times annual accumulated leave) to three times the annual accumulation.

F. Employees utilizing the sell back of sick leave (rather than conversion to annual leave) for a calendar year will not be eligible to have their maximum vacation accumulation changed.

The percentage value at which sick leave maybe transferred to vacation leave or sold back is based upon the following:

Number of Sick Leave Hours Used Annually (calendar year)	Percentage Transfer/Sell Back Rate
24 hours or less	100%
25 – 32 hours	75%
33 – 40 hours	50%
41 hours or more	25%

G. The preceding rules apply to accruals of leave unless there is a written agreement by the District to the contrary in which case the contract rate shall apply.

4.13 Misuse of Sick Leave.

Misuse of sick leave by an Employee affects the efficiency and productivity of other Employees in the workgroup, especially those who seek assistance, advice, or guidance from an absent Employee. Therefore, misuse of sick leave shall be cause for Disciplinary Action.

"Misuse" is considered the use of sick leave for that which it was not intended or provided. Examples of "misuse" may include, but are not limited to, the following:

1. Patterned sick leave usage before and/or after holidays.
2. Patterned period of sick leave usage before and/or after weekends or regular days off;
3. Patterned period of sick leave usage after pay days;
4. Absence following overtime worked;
5. Continued pattern of maintaining zero or near zero leave balances; and/or
6. Excessive absenteeism – the use of more sick leave than is granted.

Leave required by federal or state law such as Family and Medical Leave and Workers' Compensation shall not be considered when determining whether or not there is misuse of sick leave.

If a Supervisor believes that an Employee is misusing sick leave, the Supervisor has the discretion to require a suitable explanation or documentation to determine whether the sick leave was used in accordance with this policy.

4.14 No Payment for Sick Leave upon Termination.

Upon Termination of employment with the NCRTD, an Employee shall not be paid for sick leave that has been accrued but not used.

4.15 Reporting Sick Leave.

Sick leave must be reported to the Executive Director, or the Employee's immediate Supervisor, at a minimum, two hours in advance of the Employee's start of their work day. Failure to report their absence at a minimum of two hours prior to the start of their work day may result in the Employee's leave being unapproved by the Executive Director or their Supervisor.

4.16 Exhaustion of Sick Leave and Absence without Leave.

If an Employee has exhausted earned sick leave, and requests additional time off the Executive Director may either elect to reduce balances on any other leave such as vacation or compensatory leave or proceed with appropriate action under these rules in the event the Employee fails to report for work as required.

4.17 Reporting Potential FMLA Eligible Leave.

Supervisors should refer to the Family and Medical Leave policy regarding an Employee's absence from an injury, illness or temporary Disability. If an Employee's absence is anticipated to be more than three (3) Days, or once the Employee exceeds three (3) Days of absence, due to either their own illness/injury or to their family member's illness/injury, the absence should be reported to Human Resources.

4.18 Reporting Return to Work Prior to Leave Expiration.

Employees not planning to return to work following an extended sick leave must Notify their Supervisor or the Human Resources Office prior to the expiration of the leave (as defined by the physician's statement). An Employee who does not return to work within the time frame specified by a physician may be subject to Disciplinary Action.

4.19 Leave Without Pay.

A. The District may grant leave without pay (LWOP) either when required to do so by law or when, in the District's sole discretion, it determines that the following criteria are met:

1. The Employee has exhausted all applicable accrued leave and compensatory time;

2. The Employee has demonstrated a clear and reasonable basis for taking leave;

3. The District will not suffer undue hardship by holding open the Employee's current Position or is reasonably certain it will have a Position of like status and pay available at the same work location upon the return of the Employee from LWOP.

4. The leave period will not exceed thirty (30) consecutive calendar days (in the case of probationary Employees) or six (6) consecutive months (in the case of Classified Employees.

B. Employees shall not accrue sick or annual leave while on LWOP.

C. Employees are not eligible for paid holidays while on LWOP.

D. Employees who desire to continue insurance and other benefits provided by the District while on LWOP, must make advance arrangements to pay the Employees share of monthly group insurance premiums for the covered Employee and any covered dependents. Where the LWOP is granted on a discretionary basis (non-FMLA leave) the Employee share of all Employee benefits provided by the District shall be the full cost of the benefits. Failure to pay insurance premiums or other costs of benefits may result in cancellation of coverage. Payment will be due on the first day of the month but shall have a 30-calendar day grace period before the payment is deemed overdue and the District cancels or suspends the benefit program.

E. LWOP shall be recorded by the District on a Personnel Action Form.

F. Failure to report to work upon the expiration of approved LWOP may be grounds for Disciplinary Action up to and including Termination.

G. Return from leave without pay shall be recorded by the District on will be reported on a Personnel Action Form.

H. The Executive Director is granted the maximum discretion permitted by law to implement the provisions of these Rules regarding LWOP as he or she deems necessary and appropriate for the efficient administration of the District.

4.20 Absence without Leave or Authorization.

A. Employees who fail to appear at work without authorized leave may be considered to be absent without leave. Unauthorized absence may be grounds for Disciplinary Action up to and including Termination.

B. An Employee who is absent from work without authorized leave for three Days may be deemed by the Executive Director to have abandoned their job and voluntarily terminated their employment.

C. Employees who fail to obtain prior approval of leave where such prior approval is practicable may be subject to Disciplinary Action.

4.21 Administrative Leave.

The Executive Director may authorize paid Administrative Leave if there are exceptional circumstances and the Executive Director determines that granting paid Administrative Leave is in the best interests of the District. Paid Administrative Leave shall generally not exceed five (5) consecutive Days. The Executive Director may grant additional Administrative Leave when deemed necessary and in the best interest of the District but shall promptly report any such extended Administrative Leave to the Board Chair along with an explanation of the bases for the leave. Nothing herein shall be deemed to require the Executive Director to grant Administrative Leave when requested or to limit the Executive Director's authority to place Employees on Administrative Leave where such action is permitted under these Rules or the law.

4.22 Voting Leave.

In accordance with the provision of NMSA 1978, Section 1-12-42 Employees who are registered voters may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing times of the polls.

A. District management may specify the hours during this period in which the Employee may be absent.

B. These provisions do not apply to any Employee whose Work Day begins more than two (2) hours after the opening of the polls, or ends more than three (3) hours prior to the closing of the polls.

C. An Employee who abuses voting leave by using it for purposes other than traveling to and from the polling place and voting may be charged with Leave Without Pay and subject to Disciplinary Action.

D. The Executive Director shall promulgate such administrative policy as he/she deems necessary for the implementation and enforcement of this Rule regarding Voting Leave.

4.23 Court, Litigation or Jury Leave.

A. General Litigation. When, Employees are absent from work for a job-related reason involving litigation by the Employee or the District (including testimony by Employees at criminal proceedings arising from work or work related functions where the Employee is not a defendant) or regulatory proceedings, by or on behalf of the District, the Employee shall be entitled to leave with pay for the required period. Litigation and regulatory proceedings shall include any depositions, required hearings and any related proceedings where attendance is either required by law or in the best interest of the District. Fees received as a witness, or for appearance, excluding reimbursement for travel and meals, shall generally be remitted to the District unless the Employee elects to take annual leave.

B. Jury Service. An Employee shall be entitled to leave with pay for serving on a federal or state grand or petit jury. Fees received as a juror, excluding reimbursement for travel, shall be remitted to the District.

C. Compulsory Hearings or Testimony. Employees required to attend court on District matters shall receive wages for up to their regularly scheduled hours. Paid leave shall be granted for all time spent in court, hearings, regulatory proceedings and related proceedings such as depositions and shall include net travel time, (actual travel time less the Employee's regular commute). Employees must submit any witness or appearance fees received, however they shall retain any travel expense reimbursements received.

D. Release from Jury Duty. An Employee who is released from jury duty shall report to work upon release or contact their Supervisor if it would not be feasible to return to work. Failure to adhere to this provision will be considered unauthorized absence and may result in Disciplinary Action.

E. At the Employee's option, the hours of leave provided under this rule may be taken as annual leave, provided that the Employee has enough annual leave available. The Employee under this circumstance may keep any Compensation received from third parties for attendance at the proceeding.

F. Those Employees who become involved in personal litigation or who testify or appear in non-District matters or are named as criminal defendants are not eligible for leave with pay, but may use accumulated annual leave subject to the conditions set forth in these Rules.or the Collective Bargaining Agreement.

4.24 Military Leave.

The District shall provide such military leave as may be required by pertinent laws of the State of New Mexico and the United States of America for any District Employee in the military service who is duly qualified for said leave.

4.25 Bereavement Leave.

A. In the event of the death of an Employee's Extended Family member, the District may grant up to three (3) Days of bereavement leave for the Employee to attend to the funeral arrangement and services. An additional leave of two (2) Workdays may be allowed for necessary funeral travel time when approved by the Executive Director. Workdays are defined as the Employee's

regular daily work schedule. Use of sick leave may be authorized in addition to bereavement leave when deemed appropriate by the Executive Director.

B. The District, in its discretion, may require some proof that a death in the family has occurred.

4.26 Domestic Abuse Leave

District Employees shall be permitted to take up to 14 Days of unpaid leave per year as Domestic Abuse leave pursuant to NMSA 1978, Section 50 -4A-1 et seq. The District may require that:

A. When Domestic Abuse leave is taken in an emergency, the Employee or the Employee's designee shall give notice to the District within twenty-four hours of commencing the Domestic Abuse leave.

B. The District may require verification of the need for Domestic Abuse leave, and, if so, an Employee shall provide one of the following forms of verification through furnishing in a timely fashion:

1. a police report indicating that the Employee or a family member was a victim of Domestic Abuse;

2. a copy of an order of protection or other court evidence produced in connection with an incident of Domestic Abuse, but the document does not constitute a waiver of confidentiality or privilege between the Employee and the Employee's advocate or attorney; or

3. the written statement of an attorney representing the Employee, a district attorney's victim advocate, a law enforcement official or a prosecuting attorney that the Employee or Employee's family member appeared or is scheduled to appear in court in connection with an incident of Domestic Abuse.

4.27 Paid Administrative Leave for Inclement Weather.

A. Full-Day Closing – The District in its sole discretion my elect to grant Administrative Leave due to inclement weather. Weather-related paid Administrative Leave shall be limited to an amount equal to the hours that the Employee was scheduled to work and was unable to work or requested or permitted not to work due to the inclement weather. No paid Administrative Leave shall be granted in consideration of hours worked, hours already approved for leave, or for hours that the Employee was not scheduled to work.

B. Partial-Day Closing (delayed opening/early closing) - In the event that normal reporting time is delayed by the District due to inclement weather, Employees scheduled and available to work that day (not Employees with previously approved leave) may be granted paid Administrative Leave for the period between their normal scheduled reporting time and the rescheduled reporting time. In the event of an early closing time, those Employees actually working that day will receive paid time between the rescheduled closing time and their scheduled or normal closing time.

C. Prior Leave Requests - Employees who have sought or obtained any form of leave, or in the case of non-leave earning Employees, have called to advise that they will not be reporting to

work, are not be eligible for paid Administrative Leave under this rule or for a refund of leave balances.

4.28 Critical Incident Leave.

The Executive Director is authorized to allow usage of annual leave, sick leave or compensatory time for Employees who are involved in critical incidents including but not limited to assaults or threats while on the job resulting in anxiety that may impair their ability to work effectively. A critical incident occurs when an Employee is directly involved in on-duty violence or threats of violence. The leave is granted to allow the Employee to recover from the adverse physical or psychological impacts of the incident. The Employee shall be authorized to elect which type of leave to use. Where an Employee is receiving Compensation from worker's Compensation or other victim Compensation relief programs the leave shall be authorized only to the extent that the Employees pay plus other Compensation does not exceed his or her regular pay. If more than one day of leave is required by the Employee's physician or mental health practitioner, then the District may require the Employee be examined by a medical practitioner of the District's choosing to give an independent assessment of the need for any additional leave.

RULE 5- NON-DISCIPLINARY SEPARATION FROM EMPLOYMENT AND RETURN TO WORK

5.1 Layoff - Reduction in Force (RIF).

A. The tenure for all classified Employees in the District shall be continuous provided that they are not separated from employment pursuant to these Rules. However, this provision shall not be interpreted to prevent the layoff of Employees by the District because of lack of funds or curtailment of work, when made in accordance with these Rules.

B. The Executive Director may propose to lay-off Employees through a RIF only for shortage of work or funds, or other legitimate governmental reasons that do not reflect discredit on the services of the Employees. The decision to lay-off Employees using a RIF shall be made by the Board. All other separations from employment shall follow the pertinent.

C. Nothing in this rule shall limit the ability, prerogative or necessity of the Board to direct the Executive Director to conduct a reduction-in-force for any and all positions and any and all Departments.

D. In the event that the Board determines that the District should lay-off Employees through a RIF, the Executive Director shall identify organizational units and submit a written RIF plan to the Board for approval. Such organizational units may be recognized on the basis of function, funding source or other factors.

E. The Executive Director shall define the Classifications that will be affected within the organizational units and shall provide a rationale for recommendations made in the RIF plan. Prior to submitting the RIF plan to the Board for approval, any Employee objecting to the RIF plan or to a layoff that would separate them from employment shall be given notice of their right to a pre-RIF hearing and may request to meet with the Executive Director and shall be allowed to present any arguments or information they have at the pre-RIF hearing.

F. All Employees objecting to the RIF plan or who may be laid off shall be provided with notice of any Board meeting at which a RIF plan is proposed for adoption and shall be given the opportunity to be heard at the Board meeting.

G. Upon approval by the District Board of a layoff plan, the Executive Director shall initiate layoffs according to the RIF Plan approved by the Board. The order of layoffs shall be according to the RIF plan. Any Employee laid off pursuant to a RIF plan shall be given fourteen (14) calendar Days prior written notice of the separation from employment.

H. Right of first refusal within the District. All Employees affected by the lay-off shall be provided the following opportunities for re-employment by the District following a layoff:

1. Employees to be affected by the Reduction in Force (RIF) shall be provided the right of first refusal to any Position to be filled within the District for which the Employee meets the minimum qualifications, at the same or lower pay Range of the Position the Employee currently holds, unless there is an actual layoff candidate from an earlier layoff exercising reemployment rights for the position;

2. Affected Employees shall compete only with other Employees affected by the Reduction in Force for positions subject to the right of first refusal;

3. The District's list of eligible Candidates for open positions subject to the right of first refusal shall be comprised of those affected Employees meeting the minimum qualifications of the position;

4. The selection of Employees from the list of eligible Candidates shall be based on the RIF plan and these Rules.

5. Employees shall have ten (10) Days from the date of an offer to accept the Position unless another time period is mutually agreed upon.

6. Employees who do not accept an offer shall not lose the right of first refusal to other positions but shall be removed from the list of eligibles for the Position offered. A laid-off Employee may refuse one right of first refusal offer. A second refusal of a right of first refusal offer will serve as a voluntary resignation and the District will have no further employment obligations to the laid off Employee.

7. After six (6) consecutive months of layoff status, the District shall have no further right of first refusal or employment obligation to the laid-off Employee.

5.2 Return from Reduction in Force.

A. Former Employees who were in classified status at the time of separation by a Reduction in Force and who are granted a right of first refusal under the previous Rule shall return to work as follows:

1. The sequence and timing of return to work shall be according to the RIF plan;

2. Offers of employment shall be made in writing and shall be delivered by a method that provides proof of service or attempted service;

3. A former Employee who is offered and accepts employment after lay off shall occupy the Position within fourteen (14) Days of accepting the offer of employment or forfeit the right of first refusal and have no further right of first refusal.

B. Former Employees returned to work according to the provisions of this section shall have that period of time they were laid off counted as time in the service for District (non-PERA) purposes, and do not have to serve a new Probationary Period if re-employed into permanent status.

5.3 Furlough-Reduced work schedule.

A. In the event of the need for a Furlough, the Executive Director shall submit a plan identifying organizational units to be affected by the Furlough to the Board for approval to begin the Furlough.

B. The Furlough plan shall reduce the hours of employment for all Employees within the organizational unit impacted proportionate to their regular work hours wherever possible. However, nothing in these Rules shall be interpreted as requiring the District to reduce hours in a manner that would impair District operations. Hours may be reduced on the basis of reduced operations, routes and services if such reduction is authorized by the Board approval of a Furlough plan.

C. No Furlough shall exceed twelve (12) months.

D. Employees shall be given at least fourteen (14) Days written notice of a Furlough that reduces their hours.

E. Employees shall be returned from Furlough when the reasons for the Furlough cease to exist. Any restoration of work hours for Furloughed Employees shall be allocated across all Employees within the organizational unit impacted proportionate to their regular work hours.

5.4 Employee Medical Separation.

A. Employees who have suffered work related injury and cannot perform the Essential Functions of their Position may be placed modified duty as deemed necessary by the District and where such modified duty work is available.

B. Employees who have suffered a job-related injury which is compensable under the Workers' Compensation Act and are physically or mentally unable to perform the Essential Functions of their pre-injury position, with or without reasonable accommodation, (to the extent required by the Americans with Disabilities Act) shall be involuntarily or voluntarily separated from employment without prejudice provided:

1. the Employee has been afforded modified duty to the extent the work is available and possible;

2. all efforts to accommodate the medical restrictions of the Employee have been made and documented; and

3. the District has made reasonable efforts to find other suitable vacant positions at the same or lower pay of the pre-injury/pre-illness Position for which the Employee meets the

established requirements and can perform the Essential Functions of the job, either with or without reasonable accommodation, or

4. The Employee has exhausted all paid leave and FMLA leave, and

C. A former Employee who has separated from employment due to job-related injury and who has received or is due to receive benefits under the Workers' Compensation Act or the New Mexico Occupational Disease Disablement Law shall have reemployment rights in accordance with the provisions of Section NMSA 1978, 52-1-50.1 or 52-3-49.1. A former Employee may apply for his or her pre-injury job or modified job similar to the pre-injury job, or any job that pays less than the pre-injury job that the worker is qualified for subject to the following conditions:

1. the worker's treating health care provider certifies that the worker is fit to carry out the pre-injury job or modified work similar to the pre-injury job without significant risk of re-injury; and

2. the employer has the pre-injury job or modified work available.

D. Employees who have suffered a non-job-related injury or illness and are permanently unable to perform the Essential Functions of their pre-injury/pre-illness Position with or without reasonable accommodation, (to the extent required by the Americans with Disabilities Act), as a result of the physical or mental Disability created by the non-job-related injury or illness shall be involuntarily or voluntarily separated from employment without prejudice provided:

1. The District has made reasonable efforts to find other suitable vacant positions within the District for which the Employee meets the established requirements and can perform the Essential Functions of the job, either with or without a reasonable accommodation (to the extent required by the Americans with Disabilities Act); and

2. The Employee has exhausted all paid leave and FMLA leave.

E. Notice of Contemplated Medical Separation. To initiate the involuntary medical separation of an Employee, the Supervisor shall serve a notice of contemplated medical separation to the Employee which:

1. describes the circumstances that form the basis for the contemplated separation;

2. gives a general explanation of the evidence the District has;

3. advises the Employee of his or her right to inspect and obtain copies of any documentary evidence relied upon;

4. specifies what the contemplated action is; and

5. states that the Employee has fifteen (15) calendar Days from the service of the notice to respond in writing to the notice or to request an opportunity for an oral response.

F. Response to Notice of Contemplated Medical Separation:

1. If there is a request for an oral response to the notice of contemplated separation, the Supervisor, or designee, shall meet with the Employee within ten (10) Days of a request for an oral response, unless the Employee and Supervisor, or designee, agree to an extension of time.

2. The purpose of the oral response is an opportunity for the Employee to present his or her side of the story. It is an initial check against mistaken decisions, essentially a determination of whether there are reasonable grounds to support the proposed involuntary separation.

G. Notice of Final Medical Separation:

1. If the Employee does not respond to the notice of contemplated separation, the Executive Director shall issue a notice of final separation within ten (10) Days following the response period.

2. If the Employee has filed a written response or has been provided an opportunity for oral response, the Supervisor shall provide recommendations to the Executive Director no later than ten (10) Days from the date of the receipt of the response or the date of the oral response. The Executive Director shall render a written decision on the notice of final separation no later than ten (10) Days from the date of the receipt of the Supervisor's recommendation.

3. The written decision and the notice of final separation shall:

a. Specify the action to be taken;

b. Describe the circumstances which form the basis for the involuntary medical separation;

c. Give a general explanation of the evidence;

d. Specify when the final separation will be effective; and

e. Inform the Employee that the final separation may be appealed to an independent hearing officer by submitting a written appeal to the Executive Director within fifteen (15) Days of the effective date of the separation. The appeal must specify the basis for the appeal.

H. Appeal of Final Medical Separation:

Appeals of the Executive Director's decisions may be made pursuant to the provisions of these Rules regarding Appeals.

RULE 6 - DISCIPLINARY ACTIONS

6.1 Oral and Written Reprimands

A. Supervisors may reprimand an Employee for Just Cause whenever they violate these Rules, or the law. Oral Reprimands shall be documented on a form prescribed by the Executive Director. Written Reprimands may be issued for Just Cause by the Executive Director with or without a

recommendation of the direct Supervisor. Oral and Written Reprimands may not be administratively appealed but the Employee may respond to the Oral or Written Reprimand and may require that a record of the response be included in the Employee's personnel file.

B. If after six (6) months of continuous employment (excluding all leave) from the effective date of an Oral Reprimand the Employee has:

1. shown improvement and;

2. no other infraction has occurred; and

3. the reprimand did not involve a safety violation;

then he/she may request that documentation of the Oral Reprimand be removed from his/her personnel file. Such requests should be made to the Executive Director and approved by the respective Supervisor. Approval shall only be granted if the Employee demonstrates to the Executive Director's satisfaction that the above criteria have been met.

C. Written reprimands will not be removed from an Employee's personnel file unless required by a court of competent jurisdiction.

6.2 Dismissal, Demotion, Suspension

The Executive Director shall have the authority to enforce and administer these Rules by all legal and proper means. Appropriate Disciplinary Action shall include Dismissals, Demotions and Suspensions. Demotions shall generally be utilized only in instances where the Employee has demonstrated an inability to perform job duties and has performance or attendance issues but has not engaged in willful or negligent misconduct under these Rules. Even in the absence of an appeal by the Employee, the Executive Director, by his own authority, may affirm, modify, or reject any Disciplinary Action taken by a Supervisor.

A. Employees in limited-term, temporary, emergency or probationary status may be dismissed, suspended, or demoted without cause and for any reason the Executive Director deems appropriate. Employees must be advised in writing of the reasons for the Dismissal, Demotion, or Suspension.

B. Classified Employees (who have successfully completed their probationary or extended Probationary Period) may be dismissed, demoted, or suspended only for Just Cause.

C. The Dismissal, Demotion or Suspension of a classified Employee shall be accomplished according to the following procedures:

1. To initiate the Suspension, Demotion, or Dismissal, the Supervisor shall serve a Notice of Contemplated Action on the Employee by such means as are reasonably calculated to ensure the Employee has actual notice of the proposed Disciplinary Action. In general, the District shall send the notice by registered mail to the Employee's current address as indicated in the Employee's personnel file. Additional notice may be given in person, by electronic mail or in any other manner that the District deems appropriate.

2. The Predetermination Meeting shall be set for a date within ten (10) working Days of the Mailing of the Notice of Contemplated Action.

Within ten (10) Days from the date of the predetermination meeting, the Supervisor or designee shall Notify the Employee in writing if no Disciplinary Action will be taken or shall serve the Employee with a Disciplinary Action Form and supporting documentation The Disciplinary Action Form shall state what Disciplinary Action is being recommended and when the proposed action will take effect, absent an appeal to the Executive Director.

No Disciplinary Action shall be final until the Executive Director has approved and signed the Disciplinary Action Form.

D. The Dismissal, Demotion or Suspension of an At-Will Employee may be accomplished according to the preceding procedures for Classified Employees but the District reserves the right to abridge or suspend the procedural protections for an At-Will Employees to the maximum extent permitted by law. The District may, in its sole discretion, elect to offer Exempt and At-Will Employees the option to voluntarily resign their Position prior to taking a Disciplinary Action under these Rules.

E. Employees who have been dismissed from employment for disciplinary reasons shall not be eligible for rehire and a note or record to that effect shall be retained in the Employee's personnel file.

6.3 Appeals of Dismissals, Demotions and Suspensions.

A. If an Employee wishes to appeal a Dismissal, Demotion, or Suspension, the Employee shall submit a written Notice of Appeal to the Executive Director within ten (10) Days from receipt of the Disciplinary Action Form. The written Notice of Appeal shall state the specific reason(s) the Employee disagrees with the discipline and any other basis for the appeal.

B. The Executive Director shall review the written Notice of Appeal and respond in writing by preparing a written Notice of Final Decision within ten (10) Days from the date of actual receipt of the Notice of Appeal. The Executive Director's decision may affirm, modify, or reject the Disciplinary Action. The Executive Director may, within this time period, request a meeting with the Employee to discuss the appeal and its resolution.

C. The Executive Director may, when deemed in the best interest of the District, extend the time limit for providing the Employee with the Notice of Final Decision

6.4 Appeal of the Notice of Final Decision.

A. Selection of Hearing Officer.

Only Suspension, Demotions and Termination may be appealed under this section. In order to file a valid appeal under this section, an Employee shall submit a written Notice of Appeal to the Executive Director within) ten (10) calendar Days of receipt of the Executive Director's Notice of Final Decision. The Executive Director shall, within twenty (20) Days from the date of service of the Notice of Appeal, appoint an independent hearing officer to hear the appeal. Appeals not filed within ten (10) Days shall be dismissed for lack of jurisdiction.

1. The hearing officer shall be a licensed New Mexico attorney or a person experienced in personnel administration. The NCRTD shall maintain a schedule with the names of

one or more persons qualified under these rules who is willing and able to fulfill the requirements of hearing officer.

2. Prior to proceeding with the appeal the hearing officer shall provide each party an opportunity to state any objections they have regarding the hearing officer. After considering any objections, the hearing officer in his or her sole discretion shall determine whether he or she can afford a fair and impartial hearing.

3. The hearing officer shall verify to both parties that he/she has no conflicts of interest and can remain fair and impartial prior to proceeding with the appeals hearing.

4. No person shall discuss the merits of the appeal with the designated hearing officer unless both parties are present or their representatives are present. Ex parte contacts and any other actions which could cause bias are prohibited and shall be regulated by the hearing officer to ensure the process remains fair and impartial. Hearings on appeals shall comply with the requirements of fundamental due process and shall at a minimum provide, notice, an opportunity for the parties to be heard, the opportunity for parties to submit witnesses and evidence under oath, and the right to cross-examination.

B. Hearings.

1. The hearing officer will determine the date and time of the hearing.

2. A party may appear at the hearing through a representative, provided such representative has made a written entry of appearance and divulged any potential conflicts of interest prior to the hearing date.

3. The hearing officer may clear the room of witnesses not under examination, if either party so requests. The District is entitled to have the Executive Director or his/her designee, in addition to its representative, in the hearing room during the course of the hearing, even if the person may testify in the hearing.

4. The District shall present its evidence first.

5. Oral evidence shall be taken only under oath or affirmation.

6. Each party shall have the right to:

a. Make opening and closing statements;

b. Call and examine witnesses and introduce exhibits; and

c. Offer rebuttal evidence.

d. Cross-examine the opposing party's witnesses.

7. The hearing shall be conducted in an orderly and informal manner without strict adherence to the rules of evidence that govern proceedings in the courts of the state of New Mexico. In order to support the hearing officer's decision, there must be a

residuum of legally competent evidence admissible to support a verdict in a court of law.

8. The hearing officer shall admit all evidence, including affidavits, if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs. The hearing officer shall exclude immaterial, irrelevant, or unduly cumulative testimony.

9. The hearing officer may take administrative notice of those matters in which courts of this state may take judicial notice.

10. The rules of privilege shall be effective to the extent that they are required to be recognized in civil action in the District Courts of the State of New Mexico.

11. The hearing shall be recorded by a sound-recording device under the supervision of the hearing officer.

12. The District carries the burden of proof by a preponderance of the evidence.

13. At least fifteen (15) Days prior to the hearing, the parties must submit to the hearing officer:

a. a position statement

b. a witness list

c. an exhibit list.

14. At least five (5) Days prior to the hearing a party must file any objections to the other party's witnesses or exhibits with the hearing officer. Witnesses who are not disclosed by this deadline or the deadline contained in a pre-hearing order, if any, shall not be permitted to testify except for good cause shown and to prevent manifest injustice.

C. Hearing Officer's Decision

1. The hearing officer's decision shall be issued within twenty (20) Days of the hearing, unless an extension is otherwise agreed to by the parties. The hearing officer's decision shall include findings of fact and conclusions of law. The hearing officer shall provide a copy of the decision to the parties by registered mail.

2. The hearing officer may uphold, modify, or reverse the decision of the Executive Director.

3. In the event that the hearing officer order includes an award of back pay, the Employee shall provide the District with a sworn statement and documentation of any gross earnings and unemployment Compensation since the effective date of the Disciplinary Action. The District shall be entitled to offset earnings and unemployment Compensation received during the period covered by the back pay award against the back pay due. The hearing officer shall retain jurisdiction of the case for the purpose of resolving any disputes regarding back pay.

4. The decision of the hearing officer shall be the final step in the administrative process provided for by these Rules.

RULE 7 - ADMINISTRATIVE DISPUTE RESOLUTION PROCEDURES

7.1 Purpose

The purpose of this procedure is to secure, in an atmosphere of courtesy and cooperation, an equitable solution to personnel matters, employment practices, or job-related conflicts that may arise. This procedure may not be used for appealing Disciplinary Actions. Disciplinary Actions must be appealed according to the provisions in preceding Section of this Rule.

7.2 Jurisdiction.

All classified Employees and limited term, non-probationary Employees within the District are afforded the right to utilize the Administrative Dispute Resolution Procedures.

When two or more disputes are filed which require investigations of a common question of law or fact arising out of the same circumstances, the Executive Director may consolidate them into one dispute.

Disputes must be current, concerning matters having taken place within ten (10) Days of the violation.

Case files and record keeping of hearings are the Executive Director's or designee's responsibility.

7.3 Dispute Defined.

A dispute may be considered as an expressed dissatisfaction, whereby an Employee believes that he/she has been unfairly treated in violation of the District's Personnel Rules and Regulations regarding personnel matters. These Rules and Regulations are expressly limited to personnel disputes and do not cover non-personnel matters or matters that are covered by a separate legal regime such as worker's Compensation.

7.4 Form of Complaint.

The Complaint shall at a minimum contain the following. However, the lack of complete information at the time of filing shall not constitute grounds for refusal to accept a complaint.

A. The date on which the alleged violation of the Rule took place.

B. The specific Rule allegedly violated and about which the complaint is made.
C. Facts and other pertinent information to support the allegations.

D. The remedial action sought by the complainant.

7.5 Complainant's Rights.

At any stage during the presentation of the complaint, including the counseling stage, the complainant shall be free from restraint, interference, coercion, discrimination, or reprisal and shall

have the right to be accompanied, represented, and advised by a representative of his/her own choosing.

7.6 Review Procedures.

A. Step 1: Immediate Supervisor Level

Employee submits, in writing, his or her complaint in regard to a violation of the Rules within ten (10) Days of the violation, to his or her Supervisor. The Supervisor shall respond within ten (10) Days of receipt of the written complaint by speaking with the Employee. If the complaint is not resolved at this meeting, the immediate Supervisor shall provide to the Employee a written response. If a satisfactory solution is not reached within ten (10) Days after speaking to the immediate Supervisor, the grievance may be submitted to Step 2 by filing the complaint with the next higher Supervisor within five (5) Days after receipt of the written response by the immediate Supervisor. If the immediate Supervisor is the highest level of Supervisor for the Employee, the grievance shall be moved directly to Step 3.

B. Step 2: Second Level

If the complaint is not satisfactorily resolved at Step 1, the complaint may be submitted to any intermediate Supervisor who is above the direct Supervisor but below the Executive Director. The intermediate Supervisor shall respond in writing within ten (10) Days of receipt of the written complaint and may, within this time period, request a meeting with the Employee to discuss the complaint and its settlement. If the complaint is not satisfactorily resolved at this level, the complaint may be submitted to Step 3 by filing with the Executive Director within five (5) Days after receipt of the written response by the intermediate Supervisor.

C. Step 3: Executive Director

If the complaint is not satisfactorily resolved at Step 2, the complaint may be submitted to the Executive Director. The Executive Director shall respond in writing within ten (10) Days of receipt of the complaint and may, within this time period, request a meeting with the Employee to discuss the complaint and its resolution. The Executive Director's decision shall be final.

RULE 8 – RECORDS AND REPORTS

8.1 District Official Personnel Records.

The official personnel records for each Employee of the District shall be maintained in the Human Resources Office. Such records shall include a copy of the Employee's application, the original copy of each performance appraisal reports, and any other PAF or other pertinent information. Such records shall be made available for inspection by the Employee and his/her Supervisors, as well as any person employed by the District and authorized by the Executive Director to do so.

8.2 Employee Personnel Files.

Employees shall be provided a copy of any material placed in their official personnel record and may present a written response to any material in the record to be attached to the original material.

8.3 Confidentiality of Records.

A. The District shall maintain personnel records confidential to the extent permitted by law. Personnel records which are subject to inspection under the New Mexico Inspection of Public Records Act or other state and federal laws, or by order of a court of competent jurisdiction, or a validly issued subpoena, will not be kept confidential... Any personnel records may be inspected with the written permission of the Employee or by authorized representatives, agents and Employees of the district without the Employee's permission.

B. For the purpose of preserving the confidentiality of personnel records, the following records may be inspected by the public only with the written permission of the Employee. These records include records pertaining to:

1. physical or mental examinations and medical treatment of persons confined to any institution, use of sick leave, FMLA leave;

2. letters of reference concerning employment, licensing, or permits;

3. letters or memoranda which are matters of opinion;

4. documents concerning infractions and Disciplinary Actions;

5. performance appraisals;

6. college transcripts; and

7. military discharge if other than honorable.

RULE 9 – EMPLOYEE BENEFITS PROGRAMS

9.1 Employees are eligible to receive the following benefits subject to the District and any third party rules and regulations governing said benefits:

A. Public Employees Retirement Association of New Mexico (PERA);

B. New Mexico Retiree Health Care Authority;

C. Social Security;

D. 457 Deferred Compensation Plan;

E. Insurance benefits;

F. Additional fringe benefits identified in these Rules and administrative policies.

G. Benefits conferred as a part of any District approved programs for Employee recognition, Employee wellness, and Employee morale and team-building.

9.2 Part-time Employees

Shall be eligible for participation in the above mentioned benefits, on a pro-rated basis, subject to rules and regulations governing said benefits. Pro-ration is based on the ratio of hired hours to the number of hours in the normally scheduled work period

9.3 Temporary Employees

Temporary Employees Shall not be eligible for participation in the benefits identified herein. When a temporary Employee is converted from temporary to regular or limited-term, without a break in continuous service, the following shall apply:

A. Eligibility for participation in Retirement benefits shall be based on the date the Employee was converted to probationary, or limited-term status.

B. The service date, as defined in these rules and regulations, shall be used in computing annual leave and sick leave;

C. Eligibility for participation in any pay increase process shall be based on the date the Employee was converted to probationary, or limited-term status;

D. If the Employee is converted to a Classified or limited-term position, the date of this conversion shall be used in computing the Probationary Period.

9.4 Limited-term Employees

Shall be eligible for participation in benefits:

RULE 10 – WORKER'S COMPENSATION BENEFITS

10.1 Reporting on the Job Injuries

Employees are insured under the provisions of the New Mexico Worker's Compensation Act, NMSA 1978 §§ 52-1-1 et seq., (the "Act") for job-related injuries or occupational illnesses and both the employer and Employees must fulfill their respective legal duties under the Act including reporting on-the –job injuries.

A. Employees are required to report all on the job accidents, regardless of how minor. The Supervisor shall ensure that the Employee immediately receives all required medical treatment.

B. An NCRTD accident form is available from the Human Resources Office and shall be completed by the Employee. Employer's First Report of Injury or Illness packet shall be completed by the Supervisor within 24 hours of the incident. In addition, the Employee must submit a HIPAA compliance Authorization for Disclosure of Protected Health Information form within twenty-four (24) hours of the incident, whenever possible.

10.2 Medical Procedures

A. Emergencies.

In the event of traumatic on the job injury/illness situations or when a medical emergency exists, the Employee may go to the nearest emergency room or urgent care center. All follow up medical treatment must be coordinated by a physician designated by the District. If the District has not designated a physician the Employee may see their personal physician.

B. Non- emergencies.

An Employee with a non-emergency, work related injury/illness shall see a physician designated by the District or their personal physician. That physician will provide medical treatment and/or initiate all referrals for advanced or specialized care, depending upon the nature of the medical problem.

C. Post-Accident Alcohol and Controlled Substance Testing (CDL and non CDL).

These incidents are not covered under the Worker's Compensation policy and instead shall be covered by the District's Drug and Alcohol policy.

D. Compensation.

The decision to approve or deny a claim for benefits is made by the District's insurer of record, not by the District itself. If an Employee's claim is approved for benefits, any and all payments relating to the injury/illness will be made directly by the District's insurer.

E. Waiting Period.

There is a seven (7) Day waiting period before an Employee becomes eligible to receive payment for lost wages. Employees shall use sick leave; vacation leave or accumulated compensatory time for any time missed from work due to the work related injury/illness so that pay will continue from the District. If available leave has been exhausted, the employer will grant Leave without Pay (LWOP) for missed work time and all applicable provisions of the personnel rules will apply including those related to the payment of insurance premiums.

F. FMLA leave.

Any applicable FMLA leave for serious health conditions as defined under FMLA, will run concurrently with Employee's worker's Compensation absence. Because worker's Compensation absences are not unpaid leave, the provisions for substitution of paid leave is not applicable. An Employee whose Worker's Compensation leave exceeds the FMLA leave period and who has exhausted all paid leave will be placed on LWOP pursuant to Section 4.13 of the personnel rules and all applicable provisions will apply including those related to the payment of insurance premiums.

RULE 11 – RETURN TO WORK (FROM ILLNESS/INJURY) PROGRAM

11.1 Generally, the District's Return to Work (RTW) Program attempts to provide temporary modified work duty to Employees who have suffered an injury or illness and as a result are not immediately able to return to their regularly assigned duties without modification to their work duties. The goal of the RTW Program is for the District to retain and accommodate injured/ill Employees and to work with the Employee's physician to transition the Employee back to full, unrestricted and unmodified work duties. The availability of modified work duties under the RTW Program is within the sole discretion of the District unless otherwise required by law. Notwithstanding any rule or provision herein to the contrary, the District shall at all times comply with requirements of the Americans with Disabilities Act and shall provide reasonable accommodations and such other measures as are required by law in the case of disabled persons.

11.2 Employees who experience an on the job injury or illness which results in their temporary inability to return to the full range of duties of their regular Position Classification, shall accept transitional

work assignments if offered by the District.

11.3 Employees who experience an off the job injury or illness which results in their inability to return to the full range of duties of their regular Position Classification may be eligible for transitional work assignments if offered by the District and if consistent with the provisions of New Mexico and District Workers' Compensation laws, rules and regulations.

11.4 Transitional work assignments will consist of work which is within the restrictions outlined by the Employee's health care provider. The Employee's health care provider must provide a specific listing of limitations and the anticipated recuperation time prior to the Employee's returning to work without limitations. Such assignments may include, but are not necessarily limited to:

A. Part-time or fulltime, with a temporary waiver of certain regular duties (reasonable accommodation), in an Employee's regular Position Classification; or

B. Part-time or full time in another capacity.

11.5 The District may require an Employee to submit to an examination by a physician chosen by the District at the District expense, if the duration of the temporary assignment appears to be excessive, if the restrictions or limitations cannot be adequately interpreted or clarified with the Employee's physician, or if the District has reason to believe the Employee's release for duty is inconsistent with job requirements.

11.6 Employees assigned to transitional work assignments will receive their regular hourly rate of pay for their regular job Classification for the number of hours worked in the transitional work assignment.

11.7 Assignment to transitional work depends upon the availability of such work and of work suitable to the Employee's medical restrictions. A transitional work assignment may be terminated at any time by the District.

11.8 Priority will be given to workers with job related injuries or illnesses and Employees with non-job related injuries or illnesses who seek similar accommodations may be subject to personnel actions, modified work assignments or work schedules, or required use of leave in order to provide transitional work assignment to an Employee injured on the job.

11.9 In no event will a modified duty assignment last for more than ninety (90) Days in a 12-month rolling calendar year. This applies to both work-related and non-work related conditions. The 90 Days may be continuous or intermittent. If the Employee is not able to return to full duty following 90 Days of continuous or intermittent modified duty assignment, an evaluation will be conducted by the Human Resources Office to identify available options, which may include consideration of medical retirement or separation. The District reserves the right, for good cause, to discontinue a modified-duty assignment at any time. Good cause shall include, but not be limited to, unavailability of temporary work, operational requirements of the District which make temporary assignment impracticable, or the Employee's inability to satisfactorily perform the duties of the modified duty assignment.

11.10 Employees refusing to work transitional work assignments may not be eligible for workers Compensation benefits or paid leave benefits. Transitional work assignment for Employees with workers' Compensation claims or receiving workers' Compensation benefits will be made consistent with the provisions of New Mexico Worker's Compensation Act, NMSA 1978 §§ 52-1-

1 et seq., (the "Act") along with State and District rules. Employees refusing transitional work assignments maybe subject to corrective action. If the Employee's health care provider will not authorize transitional work, the District may take appropriate action as allowed by law.

11.11 Employees unable to return to work due to injury or illness maybe separated from District employment as provided for under these Rules.

DEFINITIONS

All terms capitalized for other than grammatical purposes shall have the following meanings:

Administrative Dispute: A written statement of dissatisfaction about the administration of the Personnel Rules and Regulations of the District as it affects an individual Employee or group of Employees.

Administrative Leave: Leave that is authorized by the Executive Director with or without pay for an Employee during the time a fact finding investigation or other administrative proceeding is pending completion or in other circumstances deemed in the best interest of the District.

At–Will Employment: The employment relationship of Employees hired with a written understanding and agreement at the time of employment that they may be terminated at any time with or without cause or notice.

Board: means the Board of Directors of the NCRTD.

Bona fide occupational qualification: Means a qualification reasonably related to the satisfactory performance of the duties of a job, and for which where there is factual basis to believe that a person lacking the qualification would be unable to perform satisfactorily the duties of the job with safety and efficiency.

Candidate: Means any person who has qualified under these Rules for employment in a specific Classification and who may or may not have an outstanding job offer from the District but who has not yet become and Employee.

Classification: Means one or more positions so similar in the essential character of their duties and responsibilities that the same pay Range, title, and qualification requirements can be applied.

Classification Title: A name assigned to a Position that indicates a particular level of rank and specific duties and responsibilities. This term is sometimes used interchangeably with the term Job Title.

Classification and Compensation Plan: The District's official plan that classifies positions and sets Compensation rates.

Compensation: means the pay or wages and all other forms of valuable consideration earned by, or paid to, any Employee in remuneration for the services in any position.

Day or Days: any reference to day or days means business day or days and shall include normal dates of operation and excludes weekends and holiday unless these rules expressly provide otherwise.

Demotion. A Demotion is an action changing an Employee's Position to another Position with a lower pay Range and a reduction in pay. Demotions only may be made to a Position in a Classification for which the Employee is qualified. Demotions shall generally be used only where an Employee has performance or attendance issues and has not engaged in willful or negligent misconduct constituting a violation of these Rules.

Disabilities: A physical or mental impairment that substantially limits one or more major life activities of an individual, a record of such impairment, or being regarded as having such an impairment.

District: The North Central Regional Transit District.

Disciplinary Action: There are several types of Disciplinary Action that may include, whether individually or in combination, an official reprimand (verbal or written), Suspension, reduction in pay, Demotion, or Termination.

Disciplinary Action Form: means a form or forms approved for use by the Executive Director for the purposes of documenting the Districts decisions regarding Disciplinary Action.

Dismissal: A dismissal is separation of an Employee from his/her employment with or without cause.

Division or Department: A major functional subdivision of the District organizational structure that is accountable to the Executive Director. Divisions and Departments shall mean such subdivisions as may, from time to time, be shown on any organizational chart promulgated by the Executive Director.

Domestic Partner: means any person living in the same domicile as the Employee or prospective Employee.

Domestic Violence or Domestic Abuse: means a pattern of coercive tactics carried out by an abuser against an Intimate Partner or family member (the victim) with the goal of establishing and maintaining power and control over the victim. These coercive tactics can be physical, psychological, sexual, economic and/or emotional.

Drug and Alcohol: As defined in the District's adopted Drug and Alcohol policy.

Employee: A person occupying a Position in the District service. Such persons include, but are not limited to, the following types of Employees:

1. **Classified Employee**: means a budgeted, full or part-time position, duties of which do not terminate at any stated time. Classified Employees also means an Employee who is eligible for overtime Compensation and other protections and provisions of the FLSA.

2. **Exempt Employee:** means a budgeted, full or part-time position, exempt from the classified service under FSLA.

3. **Temporary Employee**: means the employment of a person hired to perform a job which is limited in nature or is on a seasonal basis and which will not exceed twelve months of employment unless otherwise approved by of the Executive Director.

4. **Limited Term Employee:** means the employment of a person for a designated period of time, usually in excess of one (1) year, for a limited and specified time period, e.g., one year or longer subject to funding for the project or program.

5. **Emergency Employee:** employment of a person when an emergency condition exists that would, in the opinion of the Executive Director, compromise the public health, safety, and welfare, or severely curtail the normal operations of the District.

Essential Functions: The fundamental job duties of any particular employment position. The term "essential function" does not include the marginal functions of the position. The job function may be essential for any or several reasons including, but not limited to, the following:

- the reason the positions exists is to perform that function;

- there are a limited number of Employees available among whom the performance of that job function can be distributed; or

- it is necessary to ensure that life or safety is not jeopardized.

Executive Director: means the chief executive officer of the North Central Regional Transit District ("District") or a person designated in writing to act on behalf of the Executive Director, who is responsible for the administration and supervision of all District activities including the appointment, hiring, and retention of all Employees, management of any Divisions or Departments which may be created, and ultimate Supervisory responsibility for all Employees of District.

Extended Family: includes an Employee's spouse or Domestic Partner, child, father, mother, brother, sister, grandparent, grandchild, current mother-in-law, current father-in-law, current sister-in-law, current brother-in-law, current son-in-law, and current daughter-in-law.

Fair Labor Standards Act (FLSA): A federal law enacted by the United States Congress in 1938, which sets minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for Employees who are covered by the Act.

Family Medical Leave Act (FMLA): A federal law which generally entitles qualified Employees to up to 12 weeks of unpaid leave per year for the birth, adoption or placement for foster care of a child, to care for a spouse or an immediate family member with a serious health condition, or when unable to work because of a serious health condition.

Furlough: means the temporary placement of an Employee in a reduced work hour schedule, which can either be partial or full time, due to lack of work or funds.

Immediate Family Member: means an Employee's spouse, Domestic Partner, child or parent.

Hire Date: The date that a newly hired Employee (temporary or probationary) begins work for the District.

Intimate Partner: includes people who are legally married to each other, people who were once legally married to each other, people who have had a child together, people who live together or who have lives together, and people who have or had a dating or sexual relationship, including same sex couples.

Just Cause: includes, but is not limited to:

1. Violation of or failure to comply with the Federal or State Constitution, Statutes, or District Policies, District Rules and Regulations and District Resolutions;

2. Indictment by a grand jury;

3. Conviction of or entrance of a plea of guilty or nolo contendere to a felony or other crime which has or may have a material adverse effect on the Employee's ability to carry out their duties or upon the reputation of the District;

4. Careless, negligent, or improper use of District property, equipment, or funds;

5. Insubordination, which shall consist of violation of any official regulation or order, or failure to obey, comply or accept any proper directions made and given by a Supervisor in the course of employment, or any verbal ridicule of a Supervisor by an Employee during the course of employment;

6. Inefficiency, incompetence or negligence in the performance of assigned job duties or failure to perform job requirements or job performance which continues to be unsatisfactory;

7. Disorderly conduct or threats or abuse of others;

8. Chronic tardiness or absenteeism, or the improper or unauthorized use of leave privileges or benefits;

9. Stealing from the District or from other Employees;

10. Taking Unauthorized Leave or job abandonment.

11. Failure to obtain and maintain a current license or certificate required as a condition of employment;

12. Intentional falsification or mishandling of District records;

13. Fraud in securing employment with the District or attempting to secure a Promotion or a Position by political influence;

14. Unauthorized or illegal use, sale, or possession of alcohol or illegal drugs, or being under the influence of such substances while on duty;

15. Unauthorized discussion or release of confidential information documents or records;

16. Harassment and/or discriminatory behavior towards any person because of their membership in a Suspect Class; or

17. Action which reflects poorly upon the integrity of the District.

Notice of Appeal: means any written document prepared by an Employee or his/her agents that unambiguously states that the Employee disputes a specific Disciplinary Action and seeks further review of said Disciplinary Action. Failure to use District forms or proper terminology shall not deprive an Employee of his/her opportunity to appeal a Disciplinary Action so long as the writing clearly identifies that challenged action, is dated and signed by the Employee or his/her agent, and is received by the District within the time allowed for appeals. Although no specific form of service is required, proof that an appeal was timely filed is the responsibility of the Employee.

Notice of Contemplated Action: means a written notice to an Employee which: describes the conduct, action, or omissions which form the basis for contemplated Disciplinary Action; gives a general explanation of the evidence the Supervisor has regarding the alleged violation of these Rules; specifies what disciplinary measures or corrective action may be taken; and states the date, time and place of a Predetermination Meeting, and that the Employee may waive the right to the meeting by Notifying the Supervisor in writing prior to the start of the meeting.

Notice of Final Decision: means a document prepared by or on behalf of the Executive Director that:

- Documents the date, time and place of the predetermination meeting;
- Identifies specific Employee misconduct;
- Specifies the Disciplinary Action, if any, to be taken;
- Specifies the effective date of any dismissal, Demotion, or Suspension which must be at least seven (7) Days after the date of the Notice of Final Decision (during this Seven-Day period the Executive Director may place the Employee on paid administrative leave if deemed in the best interest of the District);
- Informs the Employee that the Disciplinary Action may be appealed to an independent hearing officer by submitting a written appeal to the Executive Director within fifteen (15) Days of the effective date of the Dismissal, Demotion, or Suspension; and
- Is delivered personally to the Employee by the employer or by registered mail to the Employee's last address on record.

Notify or Notification: means providing a person with information by any means reasonably calculated to achieve actual notice. In general, the District shall provide Notification in person where possible, by registered mail, where mailing is necessary or desirable, by e-mail where the recipient has an active and functional e-mail account and by phone where exigent circumstances warrant.

Oral Reprimand: Means a Disciplinary Action taken by a Supervisor to caution an Employee regarding misconduct constituting a violation of these Rules. Although the reprimand is cautionary and may not incur further action by the Supervisor, it may be used as the basis for subsequent action in the context of progressive discipline. Oral Reprimands are given to the Employee verbally but documented with the Human Resources office in writing.

Personnel Action Form: Means any form the District elects to utilize to document any employment or administrative action by the District under these Rules or the administrative regulations of the District.

Predetermination Meeting: Means a meeting with and Employee and one or more Supervisors to discuss alleged facts that may constitute a violation of these Rules and at which and Employee is given a chance to make any statements, assertions or contentions that may influence the District's decision regarding a proposed Disciplinary Action. At the predetermination meeting the Employee shall have the grounds and the proposed action explained to him/her and shall have the right to respond. The purpose of the response is an opportunity for the Employee to present his or her side of the story. It is an initial check against mistaken decisions. The District will use the information gathered from the meeting to make a determination of whether there are reasonable grounds to believe that the charges against the Employee are true and support the proposed action. The Employee shall have the right to representation and the meeting may be recorded by either party.

Probationary Period: A working trial or orientation period ranging from six to twelve months during which an Employee demonstrates, by actual performance, the Employee's ability to perform the duties of the Position for which the Employee has been hired.

Position: The official rank within a given Classification and held by an Employee with a descriptive title.

Promotion: A change in the employment status of an Employee to a Position in a higher Classification with a higher rate of pay and increased responsibility.

Protected Class: For purposes of these Rules a Protected Class shall mean a person who is protected legal interests due to belonging to any of the following classes:

- Race
- Color
- National origin
- Religion
- Sex (including pregnancy, childbirth, and related medical conditions)
- Disability
- Age (40 and older)
- Citizenship status
- Genetic information
- Marital status
- Sexual orientation (includes perceived sexual orientation
- Gender identity
- Serious medical condition
- Use of Domestic Abuse leave

Range: The limits set for the minimum and maximum rates of pay within a given Classification.

Rate of Pay or Pay: The amount of money allocated for payment to an Employee whether hourly or by way of a salary. Pay may be indicated as hourly even for salaried Employees solely for the convenience of District administration notwithstanding the fact that the pay is on a salary basis.

Reclassification: The process of reassigning a Position to a different Classification for non-disciplinary reasons.

Reduction in Force or RIF: Means the separation, lay off, involuntary Demotion, reassignment, or reduction of work hours or number of Employees in the District or in a Division due to lack of work or funds.

Retirement: Official Retirement from a budgeted Position and District service that is available when the requirements of the Employee's Retirement system are met.

Sexual Harassment: The Equal Employment Opportunity Commission (EEOC) defines Sexual Harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

3. The conduct is unwelcome, unwanted, or offensive and has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

Stalking: A pattern of conduct over a period of time, however short, which evidences a continuity of purpose and includes physical presence, telephone calls, e-mails and any other type or correspondence sent by any means.

Supervisor: An Employee hired and/or appointed by the Executive Director assigned to direct and evaluate the work of other Employees within a designated work unit.

Suspension: A Suspension is the temporary removal of an Employee from his/her work assignment without pay. Employees covered by the Fair Labor Standards Act (FLSA) shall only be suspended without pay as permitted by the FLSA. *See e.g.* 29 C.F.R. 602 (full-work week Suspensions for any disciplinary reason); 29 C.F.R. §541.602(b)(4) (less than full-work week Suspensions for infractions of major safety rules); 29 C.F.R. §541.602(b)(5) (less than full-work week Suspensions for violations of workplace conduct rules such as Sexual Harassment, workplace violence, drug or alcohol violations etc., but not for performance or attendance issues).

Termination: The separation of an Employee from District service. Termination may be by discharge, death, lay-off, resignation, Retirement, work completion, contracting out District services, or lack of work or funds. The Termination date is synonymous with the separation date and is the last day of an Employee's work in District service. No vacation or sick leave is accrued or used from that date forward.

Transfer: A reassignment of an Employee from one Position to another Position in the same Classification or another Classification having the same pay Range, involving the performance of similar duties, and requiring substantially the same basic qualifications.

Unauthorized Leave of Absence: Failure of an Employee to Notify and receive permission from their immediate Supervisor in advance of absence or failure of an Employee to report for work at the beginning of their next regularly-scheduled work period. An Unauthorized Leave of absence includes all or any portion of a work day for which notice and approval have not been provided. An Unauthorized Leave of absence may be grounds for Disciplinary Action up to an including Termination. Unauthorized Leave is not compensated.

Weapons: Objects classified as Weapons include, but are not limited to:

- any firearm, loaded or unloaded, assembled or disassembled, including pellet, "BB" and stun guns, unless the possession of such firearm is licensed, authorized or permitted pursuant to state and/or federal law and expressly permitted by the District;

- knives longer than 2.36 inches (and similar instruments) other than those present in the workplace for approved work purposes or for the specific purpose of food preparation and service;

- brass knuckles, metal knuckles, and similar Weapons;

- bows, cross-bows and arrows;
- explosives and explosive devices, including fireworks, ammunition, and/or incendiary devices;
- throwing stars, nun-chucks, clubs, saps, and any other item commonly used as, or primarily intended for use as a Weapon;
- self-defense chemical sprays (mace, pepper spray) in canisters or containers larger than two ounces; and
- any object that has been modified to serve as, or has been employed as, a dangerous Weapon.

Workday: An Employee's scheduled daily hours of employment as established by the Executive Director or an authorized Supervisor.

Written Reprimand: means a Disciplinary Action taken by a Supervisor to caution an Employee regarding misconduct constituting a violation of these Rules. Although the reprimand is cautionary and may not incur further action by the Supervisor, it may be used as the basis for subsequent action in the context of progressive discipline. Written Reprimands are given to the Employee in writing and documented with the Human Resources office in writing.

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: November 4, 2016

Agenda Item - E

Title: Resolution No. 2016-40 Demonstrating the NCRTD's Commitment to Provide its Local Share for §5311 Federal Funding Award in Federal Fiscal Year 2018 (FFY18)

Prepared By: Stacey McGuire, Planning, Projects & Grants Manager

Summary: NCRTD intends to apply for approximately $5,962,255 in §5311 Federal funding in FFY2018 through New Mexico Department of Transportation (NMDOT). §5311 Federal funding can be used for Administration, Operations and Capital. The anticipated local match will not exceed $2,230,410. To submit the FFY18 application to NMDOT for §5311 Federal funding, the NCRTD must demonstrate its commitment to providing the local share upon award by NMDOT. The Board previously approved a Resolution noting a match not to exceed $2,169,810.90. The current resolution changes the match amount because the grant application amount has been revised upon final submission.

Background: In June, NCRTD submitted a letter of intent to apply for §5311 Federal Funding through NMDOT for FFY18. In order to be considered for award, NMDOT has asked that local match commitment letters or Board resolutions be provided by the funding applicant to ensure that NMDOT and the local transit agency both understand the local financial commitment and expectations.

Recommended Action: It is recommended that the Board approve Resolution No. 2016-40, as the appropriate applications was filed by August 26, 2016.

Options/Alternatives: By not demonstrating its commitment to provide the local share match upon §5311 Federal Funding award NCRTD could substantially negatively impact the budget by approximately two and a half million dollars, plus capital awards.

Fiscal Impact: The grant funds are necessary to the NCRTD's annual budget to sustain existing routes.

Attachments:
- Resolution No. 2016-40

North Central Regional Transit District (NCRTD)

Resolution No. 2016-40

A RESOLUTION DEMONSTRATING THE NCRTD COMMITMENT TO PROVIDE THE LOCAL MATCH SHARE UPON AWARD OF §5311 FEDERAL FUNDING FOR FEDERAL FISCAL YEAR 2018

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Section 73-25-1 et seq.); and

WHEREAS, the NCRTD is a sub-division of the State of New Mexico; and

WHEREAS, the NCRTD was approved and certified by the New Mexico Department of Transportation on the 14th day of September 2004; and

WHEREAS, the Board previously approved a local match amount of $2,169,810.90 and wishes to amend the match amount; and

WHEREAS, the NCRTD anticipates submitting to New Mexico DOT a §5311 Federal funding application in the approximate amount of $5,962,255, with a local match share requirement not to exceed $2,230,410; and

WHEREAS, the NCRTD is committed to providing the necessary local match as required;

NOW, THEREFORE, BE IT RESOLVED by the NCRTD Board that the District:

1. Hereby supersedes the actions taken in Resolution 2016-34 and adopts this resolution for the new matching amount;
2. Commits to provide a local match not to exceed $2,230,410 as it relates to the FFY18 §5311 Federal funding program.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 4th DAY OF NOVEMBER, 2016.

_____

Daniel Barrone, Chairman

Approved as to form:

_____

Peter Dwyer, Counsel

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: November 4, 2016

Agenda Item - F

Title: Operational Assessment of Town of Taos Routes Post-consolidation

Prepared By: Stacey McGuire, Planning, Projects and Grants Manager; Delilah Garcia, Operations Director

Summary: As requested at the July NCRTD Board meeting, Staff solicited feedback from Taos residents regarding the transit service in the Town and County. As such, a public meeting was held in Taos on August 17, 2016 at Coronado Hall. Sixteen (16) members of the public attended the meeting and provided transit service feedback. Comments were also gathered at the Town Library, and NCRTD Operations were solicited for feedback as well.

Feedback and comments received focused mostly on 340 Chile Line Red, with some additional comments provided related to 350 UNM Taos, 341 TSV Green, 370 Chile RIDE and 360 Tres Piedras. Some requests, such as additional bus stops along existing routing (southbound Cid's, southbound Holy Cross); new bus stops with minimal operational route impact (Library, Plaza stop relocation); or new service from the opposite direction created (Holy Cross) can be addressed more immediately than other bigger picture requests. Other requests, such as expanded weekday hours of operation or new weekend service, will require fiscal resource identification and operational planning and integration. Because of the varying fiscal impacts related to the feedback received, Staff is suggesting a two phased approach to addressing service modifications in the Taos area. Phase I would capture service requests with minimal fiscal impact, such as a new bus stop at the Library, southbound service to Holy Cross Hospital, relocation of the Plaza bus stop from US Bank/Ledoux St. to along the Plaza. Furthermore, during Phase I, additional bus stop locations can be identified and implemented (with NMDOT and/or Town approval) in anticipation of additional route modifications that Staff would suggest be incorporated into the next budget planning process. Based on feedback received, Phase II would address service requests that have significant fiscal impacts- extending weekday hours of operation, additional service via demand or fixed route with an east-west focus, weekend service, shelter installation- and thus need to be incorporated in next year's budget discussion and planning.

Please refer to the Taos Transit Service Feedback matrix attached hereto for an overview of service requests and route modification feedback received. Items highlighted in yellow are requests Staff proposes to be addressed in Phase I. Items highlighted in pink are requests Staff proposes to be

addressed in Phase II upon a more in-depth fiscal analysis and incorporation into the next fiscal year's budgeting process. (Comments without shading are reviewed on an ongoing basis.)

Background: Taos is the second largest community served by NCRTD, encompassing residents and visitors in Town and in neighboring communities such as Ranchos de Taos, Arroyo Seco, and El Prado. NCRTD and the Town of Taos Chile Line transit service consolidated July 1, 2015. At that time, NCRTD took over operations of 340 Chile Line Red, 341 TSV Green, 350 UNM Taos and 370 Chile RIDE (paratransit). At the time of consolidation, NCRTD Board directed Staff to operate the Town of Taos routes "as is" for one year, with the only change being that the aforementioned fixed-routes become fare-free under the NCRTD. After said year, an operational assessment is to be provided to the Board for further discussion and direction as to how to proceed in the future. (340 Chile Line Red, 350 UNM and 370 Chile RIDE are included in this assessment; 341 TSV Green is being assessed on a stand-alone basis.)

340 Chile Line Red, which operates along Paseo del Pueblo and offers service through downtown Taos, saw the highest average ridership of any route in the NCRTD system in FY16. According to the NTD report submitted by the Town of Taos for FY14, there were 67,163 passenger trips. This averages to approximately 5,600 passenger trips a month. Comparatively, since the consolidation July 1, 2015, NCRTD has seen a steady rise in ridership to average approximately 5,900 passengers a month.

Since consolidation, 350 UNM Taos route schedule has remained unchanged. Average monthly ridership varies between 140-280 trips, with ridership correlating directly to the school year. Ridership is spread throughout the existing schedule, however, the last trip sees very little to no consistent ridership.

370 Chile RIDE, the complementary paratransit service in the Town of Taos averages approximately 100 passenger trips every month. 370 Chile RIDE, along with 340 Chile Line Red route, has heard multiple requests from passengers for additional service on weekends.

Recommended Action: Overall service development and route planning are driven by the NCRTD 5 Year Service Plan Update and NCRTD Long-range Strategic Plan. Furthermore, NCRTD garners feedback from current passengers through systemwide rider surveys (recently completed) and periodic route-specific rider surveys.

Based upon internal and public feedback received regarding the transit service in the Taos area, Staff recommends a two phased approach to addressing requests and concerns. Phase I would incorporate modifications that result in little to no fiscal impact and are relatively easy to implement. Phase II would address requests and concerns that result in greater fiscal impacts, such as expansion of weekday hours of operation, implementation of weekend service and additional weekday service options (demand or fixed).

Options/Alternatives:

- Option 1- Direct Staff to continue to operate the 340 Chile Line Red, 350 UNM Taos and Chile RIDE as is and do not incorporate public feedback received regarding possible route modifications (not recommended); or

- Option 2- Direct Staff to implement route modifications to Taos area transit routes in a two-phased approach that will address public feedback. Phase I will incorporate requests and modifications resulting in minimal fiscal impact. Phase II will address feedback that requires additional monies and/or time. Phase II route modifications would be incorporated in to the fiscal year budget planning for FY18. (recommended)

Fiscal Impact: Regarding Phase I, Staff feels there will be minimal fiscal impact to implementing the recommended modifications. As for Phase II, Staff feels it is too premature to provide a fiscal impact statement at this time as additional planning and budget discussions will be necessary to implement in FY18.

Attachments:

- Taos Transit Service Feedback Matrix

Taos Transit Service Feedback

Public Meeting August 17, 2016

Public Comments

General/340 Chile Line Red	350 UNM Taos	341 TSV Green	370 Chile RIDE	305 Taos Express	360 Tres Piedras*	330 Penasco*
More shelters needed	Improved connections to 340 Chile Line Red needed	Midday service request needed, in particular with locals	Questions regarding the ADA certification process	In-town weekend service needed to connect with Taos Express	Additional bus stop needed at Smith's	Additional bus stops needed along NM518
Additional stops needed in El Prado, El Pueblito Church, Library, Southbound N Lotaburger and Cid's; connections to RailRunner	Rack card option to demonstrate service from Taos Pueblo to UNM requested		Request for Demand service in addition to ADA		Look into Park & Ride option near Colorado Rd	
Customer Service training	Additional signage on UNM bus to identify		Questions about flex- route options on other routes		Bus stop needed at YFC, possible other stop locations along route	
Saturday service needed	Additional UNM Taos facilities/alternate locations- coordinate with classes?		Additional service needs during midday, staff appropriately			
Weekend service to Holy Cross and/or Urgent Care	Wi-Fi option on the buses?					
Expanded hours of weekday service- start earlier and end later in the day	Last trip on UNM sees little ridership, necessary?					
Implement a crosstown or east/west route	Additional bus stop at the Pueblo for this route?					
Saturday service to Farmers Market and throughout Town						
Weekday southbound stop at Holy Cross Hospital						
Improve connections to SF						
Relocate Guad Grill bus stop to Paseo						
Add a bus stop at MVD?						
Demand service in Taos needed 7 days/week						
Add signage, facilities at all bus stops						
Library bus stop needed, periodic daily service						
Weekend service to churches and places of worship needed						

*360 Tres Piedras and 330 Penasco were not part of the Chile Line consolidaton in 2015, but public feedback was received and therefore included herein.

Phase I
Phase II

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: November 4, 2016

Agenda Item - G

Title: Resolution No. 2016-41 Transportation Alternatives Program (TAP) ADA Transition Plan FFY18 and FFY19 Planning, Design, Construction, Construction Management and Capital Request Application Submittal

Prepared By: Stacey McGuire, Planning, Projects & Grants Manager

Summary: This Resolution is required to be considered for Federal Fiscal Year 2018 (FFY18) and Federal Fiscal Year 2019 (FFY19) TAP funding through the Northern Pueblos Regional Planning Organization and NMDOT. The NCRTD has 32 rural and urban area bus stops with shelters in place that are not compliant with ADA regulations, and multiple additional rural bus stops that need modification to be brought up to ADA standards. In FFY18, the current ADA Transition Plan will be updated to incorporate the ADA-compliance assessment of approximately 100-150 new bus stops, the Taos Dispatch Office and the Jim West Regional Transit Center. The Plan formally identifies ADA noncompliant bus stops and shelters and designates the necessary modification to bring the bus stop into ADA compliance. Additionally, the twenty highest priority bus stops and/or facilities would each then be designed site-specific and build-ready. In FFY19, continuing with the updated highest prioritized bus stops and/or facilities as determined by the ADA Transition Plan findings, bus stops and facilities will be modified to bring them into ADA compliance.

In speaking with Wilson & Company, our current on-call engineering firm as well as the contractor that completed the original systemwide bus stop assessment and subsequent creation of the ADA Transition Plan, it was determined that the FFY18 planning and design services are estimated to cost $40,000. Final design of the twenty highest priority bus stops and/or facilities is estimated to cost $80,000. FFY19 Construction (including construction management and capital purchases) is anticipated to cost $900,000. The deadline for application submittal to NPRTPO is November 28, 2016.

Background: Under the Fixing America's Surface Transportation (FAST) Act, Transit Enhancements have been incorporated into the Transportation Alternatives Program. This year, NMDOT will be suballocating said funds with the assistance of the MPOs and RTPOs.

In January 2015, NCRTD Board Authorized Staff to submit for FY16 and FY17 TAP construction and construction management funds in the amount of $360,000, which the NCRTD was fortunate to be awarded. In October 2013,The NCRTD Board authorized Staff to apply for TAP funds for planning, design and construction of ADA compliant bus stops and facilities, which again, NCRTD was fortunate enough to be awarded. To date, NCRTD has received TAP awards totaling $612,500.

Recommended Action: It is recommended that the Board approve the Staff request to submit for additional TAP funding in FY18 and FY19 specifically to plan, design, construct, manage construction, and purchase capital as prioritized and outlined in the (updated) ADA Transition Plan.

Options/Alternatives: To not approve the Staff recommendation could potentially result in the NCRTD being held by FTA as ADA non-compliant and may result in loss of current and/or future funding. Also, to not participate in the State of New Mexico's suballocation of Federal funding through the Transportation Alternatives Program would result in the NCRTD missing the opportunity to be awarded said TAP funds for FY18 and FY19.

Fiscal Impact: The fiscal impact would be the loss of potential Federal TAP funding for FFY18 and FFY19 for the planning, design, construction, construction management and capital purchase for modifications identified and prioritized within the (updated) ADA Transition Plan. If alternate funding sources (such as TAP) are not pursued, the District would eventual need to expend regional transit Gross Receipts Taxes for this effort in FY18 and beyond. (This is a cost reimbursement program and requires a 14.56% local match.) The TAP award is available for FY18 and FY19. The NCRTD is requesting $1,020,000 through TAP for FFY18 and FFY19; of this total, the Federal share will be $871,488 and the local share being $148,512. To the extent permitted by law, NCRTD commits to provide the local match in the event that a TAP award is received.

Attachments:

- Board Resolution 2016-41
- NCRTD Project PFF for FFY18 and FFY19 TAP planning, design, construction, construction management and capital funds

RESOLUTION OF SPONSORSHIP
For a Transportation Alternatives Program Application and Maintenance Commitment

Resolution No. 2016-41

A resolution declaring the eligibility and intent of the North Central Regional Transit District (NCRTD) to submit an application to the New Mexico Department of Transportation for Federal Fiscal Years 2018/2019 Transportation Alternatives Program funds.

Whereas, the North Central Regional Transit District, New Mexico, has the legal authority to apply for, receive and administer federal funds; and,

Whereas, the North Central Regional Transit District, is submitting an application for Federal Fiscal Years 2018/2019 (FFY18 and FFY19) New Mexico Transportation Alternatives Program (TAP) funds in the amount of $1,020,000 ($871,488 Federal share, $148,512 local share) as set forth by the Federal legislation, Fixing America's Surface Transportation (FAST) Act and as outlined in the FFY18/19 New Mexico TAP Guide; and,

Whereas, the construction of ADA compliant bus stops as outlined in the ADA Transition Plan named in the TAP application are eligible projects under New Mexico TAP and Fixing America's Surface Transportation (FAST) Act; and,

Whereas, the North Central Regional Transit District, acknowledges availability of the required local match of 14.56% and the availability of funds to pay all upfront costs, since TAP is a cost reimbursement program; and,

Whereas, the North Central Regional Transit District, agrees to pay any costs that exceed the project amount if the application is selected for funding; and,

Whereas, the North Central Regional Transit District, agrees to maintain all project(s) constructed with TAP funding for the useable life of the project(s); and,

Now, therefore be it resolved by the governing body of the North Central Regional Transit District, New Mexico, that:

1. The North Central Regional Transit District, authorizes Stacey McGuire, NCRTD Transit Planning, Projects & Grants Manager, to submit an application for FFY18/19 New Mexico TAP funds in the amount of $1,020,000 ($871,488 Federal share, $148,512 local share) from the New Mexico Department of Transportation (NMDOT) on behalf of the citizens of the NCRTD.

2. That the North Central Regional Transit District, to the extent permissible by law, assures the NMDOT that if TAP funds are awarded, sufficient funding for the local match and for upfront project costs are available, since TAP is a reimbursement program, and that any costs exceeding the award amount will be paid for by North Central Regional Transit District.

3. That the North Central Regional Transit District, assures the NMDOT that if awarded TAP funds, sufficient funding for the operation and maintenance of the TAP projects will be available for the life of the projects.

4. That the Executive Director of North Central Regional Transit District, is authorized to enter into a Cooperative Project Agreement with the NMDOT for construction of TAP projects using these funds as set forth by the FAST Act on behalf of the citizens of the NCRTD. The Executive Director and the Transit Planning, Projects & Grants Manager are also authorized to submit additional information as may be required and act as the official representative of the NCRTD in this and subsequent related activities.

5. That the North Central Regional Transit District, assures the NMDOT that the North Central Regional Transit District, is willing and able to administer all activities associated with the proposed project.

PASSED, ADOPTED, AND APPROVED this November 4th day of 2016.

_____
Daniel Barrone, NCRTD Chair

ATTEST:

_____
Peter Dwyer, NCRTD Legal Counsel

New Mexico DEPARTMENT OF TRANSPORTATION

NPRTPO

PROJECT FEASIBILITY FORM (PFF)

For assistance, contact Eric Ghahate, RPO Planner, at 505.395.2681 or ericg@ncnmedd.com

GENERAL INFORMATION

Preparation Date_2016-06-29_____ Project Title: ADA Transition Plan_

Requesting Entity: __NCRTD_____ Governing Body Approval: YES __NO __PENDING_X

Contact Person: _Stacey McGuire_ Phone: 505.629.4704_____

PROJECT DESCRIPTION

Project Type (Circle/boldface/underline all that apply):
ROADWAY *TRANSPORTATION ALTERNATIVE* *BRIDGE* *SAFETY* *OTHER*

Route Number and/or Street Name: __Various bus stops and facilities, most located within NMDOT ROW

Project Termini: _____Various_____ Beginning Mile point ____ Ending Mile point ___

Total length of proposed project: _____Various_____

Project Phases to be included in request (Circle/boldface/underline all that apply):
PRELIMINARY ENGINEERING *CONSTRUCTION* *CONSTRUCTION MANAGEMENT*

NATIONAL PERFORMANCE GOALS

Goals to be addressed (Circle/boldface/underline all that apply): •*System Reliability* •*Safety* •*Freight Movement & Economic Vitality* •*System Connectivity* •*Infrastructure Condition*

Bring bus stops and facilities into ADA-compliance as required by law. Provide safer and more user-friendly public transit facilities. Contributes to economic vitality by improving access to community for individuals with mobility challenges.

PROJECT COSTS:

Column A			Column B
If project is not phased, complete column A only. If project is phased, list the amount of funding being currently requested in Column A and complete Column B.			Total Phases No. (1, 2, 3, I, II, III, etc.): **5+** The amount below represents the cost of the entire project and will be greater than Column A.
Project Cost:	$1,020,000		Total Project Cost: **$2,500,000+**
Percentage Estimates:			Phased projects are usually large and divided into parts or phases. If you wish to supply any additional information, list comments here:
Total Local Match	14.56%	$148,512	
Total Federal Share	85.44%	$871,488	
	100%		

DISTRICT REVIEW:				
By:	Date:	Recommended:	Yes	No

NPRTPO

Topics to discuss during PFF meetings:

- Is the Tribal/Local Public Agency (T/LPA) familiar with the NMDOT T/LPA Handbook? Has a representative of the entity attended one of the T/LPA Handbook trainings? The T/LPA must follow the Handbook.
- Is this project included in any other planning documents? (Comprehensive Plan, ICIP, etc.)
- Is the project within NMDOT ROW? If so, does the district support the project?
    - Are agreements necessary for maintenance and operations? (Lighting agreements, landscaping, etc.)
- The T/LPA needs to understand the reimbursement process and be prepared to pay all costs up front. The T/LPA must follow district instructions for submitting invoices for reimbursement.
- Discuss the requirements for federal funds including reimbursement process, 90 day closeout after project completion, certified testing during construction, Buy America requirements for steel, etc.
    - These items are reimbursable, but they need to be included in the cost estimate (construction engineering)
- The T/LPA must follow the NMDOT specs unless NMDOT grants permission prior to design for the T/LPA to use other specs.
- Maintenance and Operations costs-does the T/LPA have a plan for these?
- Does the T/LPA have a good track record for responsible use/tracking of federal funds? Have they met closeout deadlines? Have they successfully completed other federally funded projects in a timely manner?
- Has the T/LPA had any issues with design/construction in the past?
- Does the T/LPA have major audit findings that would prevent them from being a responsible fiscal agent?

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: November 4, 2016

Agenda Item - H

Title: FY2017 Bus Replacement Purchases.

Prepared By: Troy Bingham, Finance Director

Summary: Due to the magnitude of bus replacements this fiscal year, staff would like to summarize the implications of these activities. In August staff developed a new 14-passenger bus standard that incorporated the new Avail technology of bus stop annunciation and passenger counting that has been started in Taos and on all future bus purchases which results in the cost of a bus (vehicle plus equipment) totaling $94,428, which is within the Executive Director's purchasing authority of $100,000. In late August, staff ordered a replacement Santa Clara bus with these new specifications along with a state-capital outlay bus to replace T-556 that had a transmission failure late in FY2016.

The Santa Fe Mountain Trail bus which was acquired initially through a lease with an option to purchase, had its lease term expire at the end of September. To take advantage of the lease buyout rate of $128,627, the District needed to proceed with its acquisition. Furthermore, the District's ownership of this bus, is also financially advantageous since we no longer have to purchase costlier insurance due to the lease terms. The lease buyout of this vehicle was noted within the adopted FY 2017 Budget and Capital Plan.

As part of the FY2017 Capital Budget we specified ten 14-passenger buses for fixed route service that would need to be replaced and NMDOT has funded the District for those 10 buses. The following chart reflects which buses are being replaced and their mileage as of November 2015, which would meet or exceeds the FTA requirement for replacement.

Bus #	VIN#	Year	Make/Body	Chassis/Body Model	Passenger Load	Mileage Nov 2015
T-557	1GB3G3BG4B1176409	2011	CHEVY/GLAVAL	E350/TITAN II	13	132,708
T-543	1GB3G2BG2B1110676	2011	CHEVY/GOSHEN	E350/PACER II	12	137,733
T-545	1GB3G2BG3B1110198	2011	CHEVY/GOSHEN	E350/PACER II	12	145,248
T-544	1GB3G2BG7B1111225	2011	CHEVY/GOSHEN	E350/PACER II	12	146,041
T-542	1GB9G5BG7A1156126	2010	CHEVY/GLAVAL	E4500/TITAN II	18	156,320
T-559	1GB6G5CG5B1111463	2011	CHEVY/GLAVAL	E4500/TITAN II	18	157,140

T-541	1GB9G5BG2A1156034	2010	CHEVY/GLAVAL	E4500/TITAN II	18	157,674
T-535	1FDEE35L19DA52802	2009	FORD/GOSHEN	E-350	12	162,808
T-539	1GB9G5BGXA1156203	2010	CHEVY/GLAVAL	E4500/TITAN II	18	167,570
T-558	1GB3G3BG0B1176634	2011	CHEVY/GLAVAL	E350/TITAN II	13	179,498

Also, as part of the FY2017 Capital Budget, three 12-passenger vans for demand response were requested, but due to their limited capacity we are requesting two larger 13+ passenger vans and/or buses. We plan on spending the same $242,553 as planned by the grant for 3 buses, but will probably spend less and not fully utilize the 80% grant funds of $194,042. The demand response is currently utilizing 2 fixed route buses due to limited passenger sizes of the existing demand response fleet of four 2016 Ford Transits. The current fixed route buses will be retired upon the receipt of these 2 new vans/buses. The following chart reflects those vehicles to be replaced and their mileage as of November 2015.

Bus #	VIN#	Year	Make/Body	Chassis/Body Model	Passenger Load	Mileage Nov 2015
T-560	1GB3G3BGXB1176494	2011	CHEVY/GLAVAL	E350/TITAN II	13	125,950
T-555	1GB3G3BG1B1177050	2011	CHEVY/GLAVAL	E350/TITAN II	13	126,868

Background: The FY2017 Capital Budget of $2,260,415 was approved June 10, 2016 as part of the full budget. The bus replacement/purchase line items are the last 4 lines of the following chart:

Capital	Line Code	Description	5310	5311	Cash Reserves	TAP Federal	State Capital Outlay	Total
6330105	Buildings	TAP ADA Construction Bus Stops			52,416	307,584		360,000
6330105	Buildings	Shelters & Stops with Solar Lighting			25,000			25,000
6330110	Computers	Voice Response System		24,794	6,199			30,993
6330115	Furniture & Fixtures	Copier	-	-	40,000			40,000
6330125	Other Capital Expenses	DVR Replacements (5)			25,000			25,000
6330125	Other Capital Expenses	Emergency Electrical Generator			103,000			103,000
6330125	Other Capital Expenses	Bus Stop Service Improvements			10,000			10,000
6330125	Other Capital Expenses	Office Addition		-	22,000			22,000
6330125	Other Capital Expenses	Replacement of Admin Service Vehicle			35,000		-	35,000
6330130	Benches & Signage	Intelligent Transportation System		153,230	38,307			191,537
6330135	Passenger Bus	3 - 14 Passenger Bus Replacement	194,042		48,511		-	242,553
6330135	Passenger Bus	1-14 Passenger Vehicle/Lease Buyout			137,471		-	137,471
6330135	Passenger Bus	10 - 14 Passenger Bus Replacement		754,808	188,702			943,510
6330135	Passenger Bus	1 - 14 Passenger Bus Replacement		-	1,351		93,000	94,351
	Total Capital Outlay		194,042	932,832	732,957	307,584	93,000	2,260,415

Recommended Action: It is recommended that Board make five motions recognizing the previous three purchases a fourth motion to purchase ten buses and a fifth motion to purchase two buses for demand response:

- Recognize the purchase of State Capital Outlay 14-passenger bus from late August 2016 for $94,428;
- Recognize the purchase of Santa Clara Pueblo's 14-passenger bus from late August 2016 for $94,428 that will be reimbursed by tribal transit funds passed through the Pueblo;
- Recognize the buyout purchase of Santa Fe Mountain Trail rental/lease bus from September 2016 for $128,627;
- Authorize the Executive Director to purchase ten 14-passenger buses in the amount of $944,135 from approved NMDOT purchase agreement no. 60-000-15-00015 after final approval from NMDOT to proceed with the purchase;

- Authorize the Executive Director to purchase two 14-passenger buses for demand response in the amount not to exceed $188,827 from approved NMDOT purchase agreement no. 60-000-15-00015 after final approval from NMDOT to proceed with the purchase.

Options/Alternatives:

- Take no action to authorize purchase of ten 14 passenger buses for $944,280 or the two vans/buses for demand response and lose funding of $754,808 budgeted in FY2017, from the State of New Mexico 5311 capital funding and $194,042 budgeted in FY2017, from the State of New Mexico 5310 capital funding;
- Adopt the resolution for purchase and recognition of prior purchases (recommended)

Fiscal Impact: The FY2017 Capital Budget has sufficient funds to cover the bus purchases as specified.

Attachments:

- Creative Bus Sales Buyers Order for the two 14-passenger cutaways per the new specifications for Demand Response.
- Creative Bus Sales Buyers Order for the ten 14-passenger cutaways per the new specifications.

Creative Bus Sales
5760 Pino Avenue NE
Albuquerque, NM 87109

Phone: 866.973.8369
Fax: 602.437.2758
www.creativebussales.com

Buyer's Order Contract

Date:	October 24, 2016	**Unit #(s):**	
Customer Name:	NMDOT/NCRTD		
Contact:		**Phone:**	505-629-4655
Address:	1327 N. Riverside Dr.	**Fax:**	-
City, State, Zip:	Espanola, NM 87532	**E-Mail:**	troyb@ncrtd.org
Sys 2K Entity #:	1070127	**Salesperson:**	Gary R. Guinn
Ship To Address:	ATTN: Same , Same		
Ship To Address Cont'd:			
Ship To Phone:		**Ship To Email:**	
Finance Source:		**Contact:**	
Address:		**Phone:**	
City, State, Zip:		**Fax:**	
Description of Vehicle:	5310 NCRTD 12-2, StarCraft AllStar 25', 176"WB Ford E-450		
NMDOT to Pay 80% $151,061.54 and NCRTD to Pay 20% $37,765.38			
Engine Type:	Gas		
VIN #:		**FOB Terms:**	Shipping
Number of Passengers:	14	**Wheelchair Positions:**	2
Estimated Delivery Date:	March 1, 2017	**Payment Terms:**	

		Unit Price	$101,204.46
		Delivery	$0.00
Possession State:	**NM**	GPC	($5,941.00)
		Rebates (Taxable)	($1,000.00)
		Doc Prep Fee (Taxable)	$150.00
		Base Selling Price	**$94,413.46**
		ADA Amount (Non Taxable)	$0.00
		Total Taxable Amount	$0.00
		Sales Tax Total	**$0.00**
0.000%	**NM - _Exempt-Motor Vehicle Sales**		
Notes: Sales tax is calculated based on the state or country in which customer takes possession of vehicle. Sales tax will be charged to customers taking possession in AZ, CA, CO, FL, IN, NM, NV, OK, OR, SC, TX, WA, Canada, and Mexico. **All rebates and incentives will be signed over to Creative Bus Sales**		DMV Estimated Fees	$0.00
		DMV Electronic Filing Fee	$0.00
		Tire Fee	$0.00
		Fees Sub-Total	**$0.00**
		Total Price Per Unit	**$94,413.46**
		Quantity	2
		Contract Total	**$188,826.92**
		Credits	
		Customer Trade-In	$0.00
		Customer Deposit	$0.00
		Balance Due	**$188,826.92**

Remit To: Creative Bus Sales, Inc. 14740 Ramona Ave, Chino CA 91710

Terms: The deposit if indicated above is due with this signed contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause. The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.

Buyer's Signature: _____ _____

Creative Bus Sales: Gary R. Guinn _____ **10/24/2016**

CBS Signature: _____ _____

10/24/2016

Creative Bus Sales

NMDOT CONTRACT

State Price Agreement # 60-000-15-00015

Preparer: Gary R. Guinn

MAKE	**Unit Price**
Starcraft	

Base Models: AllStar 12-2

Base Body Price:	$54,438.16
Model Upgrade:	$0.00
Additional Options:	$40,975.30
Published Options:	$0.00
Mobility Discount:	-$1,000.00

Base Model Info:

Vehicle Length	Lift Position	Wheelchair positions	Number of Passenger Seating
22'	REAR	2	12

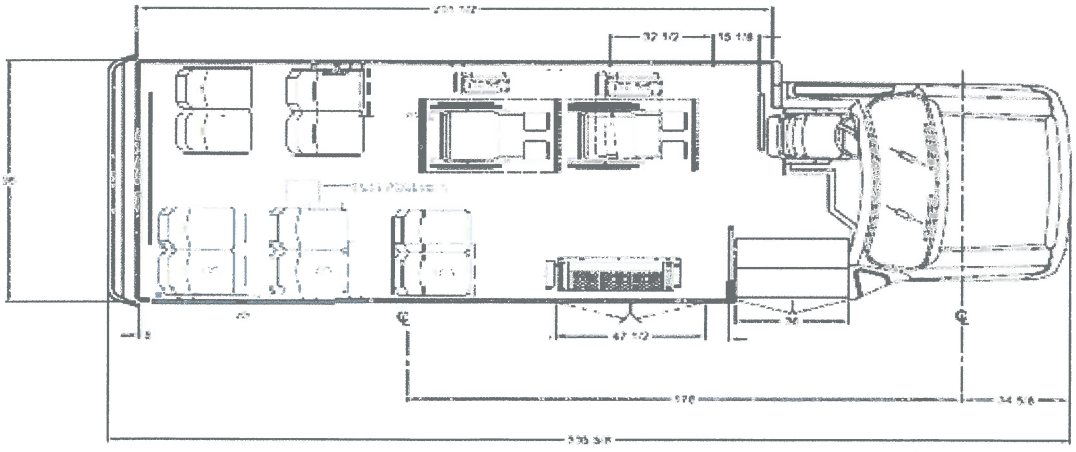
Adjusted Model Info:

Vehicle Length	Lift Position	Wheelchair positions	Number of Passenger Seating
25'	side	2	12

Total per Unit:	$94,413.46
Quantity:	2
Total:	**$188,826.92**

Proposal For:	North Central Regional Transit District		
Contact:	Troy Bingham-Mark Lopez		
Delivery Address:	1327 N. Riverside Dr. Espanola, NM		
Office:	505-629-4701	**Mobile:**	575-405-3393
Email:	troyb@ncrtd.org markl@ncrtd.org		

Floorplan



Creative Bus Sales

Standard Features

ALLSTAR - FORD E350 - 12-2

Allstar 22' 158" WB E-350 6.8L Gas W/225 AMP OEM ALT		
SPECIAL INSTRUCTIONS OR NOTES		
Water test report with each bus		
SPECIAL BUILD ORDER		
Front End Alignment - toe-in caster camber - include printout		
SIDEWALL / REARWALL / CEILING		
Sidewall: Grey FRP		
Rearwall: Grey Seaspray Fabric		
Ceiling: Grey Seaspray Fabric		
Driver Area: Grey Padded Vinyl		
FLOORING - WHITE NOSING IS STANDARD		
Aisle: Gerflor Sirius NT #6801 Graphite (Black)		
Under Seats: Gerflor Sirius NT #6801 Graphite (Black)		
CHASSIS		
Front Mud Flaps, pair		
Mor-Ryde RL Suspension		
ENVIRONMENTAL CONTROL		
DUAL COMPRESSOR SYSTEMS		
R226216 55K 23022 EVAP - 25062 SKIRT COND TM16 10 C.I.D. COMP (SELECT CHASSIS/ENGINE BELOW)		
R226216 FORD 6.8 LITRE GAS		
HEATERS		
Hot Water Heater, 65K BTU-Mounted to Seat Frame		
MISCELLANEOUS		
Defroster Fan - Mount Location:		Curb side
ELECTRICAL		
Battery Box and Tray		
Light in Engine Area		
EXTERIOR LIGHTS		
Surface Mount LED Entry Door Exterior Light - STD Choose Optional Below or Special builds		
LED Rear Center Mount Brake Light, **Rectangular**		
AUDIO / VISUAL		
Deluxe AM/FM/CD With Clock & 4 Speakers PA Ready		
DOORS / HATCH / WINDOWS		
Electric Entry Door is Standard Add Option #2056 if Manual is Desired		
Passenger Door Electric (standard)		
Passenger Door 36" ROUGH OPENING (STANDARD)		
LUGGAGE RACK / STORAGE		
Driver Storage in Cab Overhead with Lock		
PARATRANSIT OPTIONS		
Double W.C. Doors w/ Windows, Interior Light, Leaf Spring, LED Exterior Lighting		
IS THE LIFT IN THE FRONT OR REAR OF THE UNIT?		front
BRAUN LIFTS		
Braun Century NCL919-2 800# Lift (34"x51") *N/A FRONT LIFT 138/139"WB		
LIFT FAST IDLE WITH 403 INTERLOCK		
STARCRAFT Fast Idle with FMVSS 403 Interlock Ford Gas/Dsl RCT-01363		
Q Straint W.C. Securement Kits, Accessories		
Q-8301-L Max Retrctr Tie Down,Q8-6326-A1 Comb Lap/Shldr,L Trk		
Q-Straint Belt Cutter (ship loose)		
Miscellaneous Accessories		
Priority Seating Sign **Required for ADA Compliance**		
SAFETY OPTIONS		
5 Lb Fire Extinguisher		
16 Unit First Aid Kit		
Emergency Triangle Kit		
Back-Up Alarm SAE Type B 107 db(A) Ecco 575		
Interior Convex Mirror 6"x9"		
Wide Angle Lens 11"x14", Fresnel		
Emergency Exit Decal RED **LOCATION:**		above windows
GRAB RAIL / STANCHION / PANELS		
Right Hand Entry Vertical Grab Rail - 1 1/4"		
Ceiling Grab Rail (each) If 1 Specify Side:		Street
SEATING - DRIVER		
SHIELD FC Recliner(GM&Ford), RH Arm, 4 Position Lumbar, Mesh Pocket		
FREEDMAN SHIELD & LO CAM DRIVER SEAT FABRICS		
Driver Seat Cover - Level 2 Vinyl w/Regions Inserts		
SEATING - PASSENGER		
STD RIGID SEATS		
Mid High Double Seat		
PASSENGER SEAT FABRICS		
Seat Cover - Level 1 Newport Vinyl; Oxen Vinyl; Olefin		
SEAT OPTIONS		
Anti-Vandal Grab Handle, Black Ea **on:**	7	aisle
Black US Armrest - Each - **on:**	7	aisle
SEAT BELTS		
Seat Belt, Freedman USR Retractable (Per Person) N/A Handi-Flip		

Creative Bus Sales

Additional Options

Qty	Part #	Description	List Price	Ext Price
		ALLSTAR - FORD E350		
1	SC-AS-21	Allstar 20' 158" WB E-350 6.8L Gas W/225 AMP OEM ALT	$770.00	$770.00
		STARLITE & ALLSTAR OPTIONS		
		SIDEWALL / REARWALL / CEILING		
1	SC-AS-35	FRP on Ceiling, Grey	$300.00	$300.00
1	SC-AS-36	FRP on Rearwall, Grey	$150.00	$150.00
1		Paint entire Bus	$4,500.00	$4,500.00
-1	SC-AS-40	Grey Padded Cloth Interior (walls and ceiling)	$150.00	-$150.00
		FLOORING - WHITE NOSING IS STANDARD		
1	SC-AS-62	Fuel Tank Access Plate In Floor	$50.00	$50.00
		EXTERIOR		
1		Logo and Lettering	$800.00	$800.00
1	SC-AS-65	Gloss Black Out Window Paint	$475.00	$475.00
		CHASSIS OPTIONS		
1	SC-AS-70	Heavy Duty Anti-Slip Aluminum Running Board on Driver Side (Large)	$250.00	$250.00
1	SC-AS-71	Rear Tow Hooks	$75.00	$75.00
1	SC-AS-77	Exterior Mirror Set, Remote/Heated, Ford	$550.00	$550.00
1	SC-AS-83	DL-2 STAINLESS ANTI-GLARE FINISH BIKE RACK W/DEPLOYMENT KIT	$2,300.00	$2,300.00
1	SC-AS-97	Valve Stem Extender Inner Dual Rear Wheel, pair	$65.00	$65.00
		ACC CLIMATE CONTROL A/C SYSTEMS		
		R226216 55K 23022 EVAP - 25062 SKIRT COND TM16 10 C.I.D. COMP		
-1	SC-AS-129	R226216 FORD 6.8 LITRE GAS	$4,000.00	-$4,000.00
		R225516 55K 23022 EVAP - 25055 ROOF TOP COND 10 C.I.D. COMP		
1	SC-AS-133	R225516 FORD 6.8 LITRE GAS	$5,100.00	$5,100.00
		TRANS/AIR AIR CONDITIONING SYSTEMS		
		ELECTRICAL		
1	SC-AS-252	Locate (2) Batteries to Tray or In Step Box FORD - Requires Tray or In Step Option	$100.00	$100.00
1	SC-AS-258	Stop Request, Pull Cord, Chime, Sign	$495.00	$495.00
		DESTINATION SIGNS/I.D. SIGN/FRONT VIEW WINDOW		
1	SC-AS-272	Install Front Destination Sign Window and Overhead Access Door for Customer	$450.00	$450.00
1	SC-AS-273	Install Side Destination Sign Window w/Structure for Customer Installed Sign	$250.00	$250.00
		EXTERIOR LIGHTS		
1	SC-AS-292	Turn Signals Flash With Open Door	$75.00	$75.00
		INTERIOR LIGHTS		
1	SC-AS-301	Door Activated Interior Lights	$30.00	$30.00
		AUDIO / VISUAL		
1	SC-AS-316	Ground Plane for 2-Way Radio, Pull Cord, Conduit Terminates B Pillar Floor	$75.00	$75.00
1	SC-AS-318	External Speaker with ON/OFF Switch (each)	$75.00	$75.00
		DOORS / HATCH / WINDOWS		
		Electric Entry Door is Standard. Add Option #2056 if Manual is Desired		
1	SC-AS-319	Passenger Door Electric (standard)	$0.00	$0.00
1	SC-AS-321	Passenger Door 36" ROUGH OPENING (STANDARD)	$0.00	$0.00
1	SC-AS-324	Exterior Passenger Entrance Door Key	$70.00	$70.00
1	SC-AS-336	Roof Hatch - Transpec 1070 Series Dual Purpose Safety Vent II	$350.00	$350.00
		BRAUN LIFTS		
-1	SC-AS-380	Braun Century NCL919-2 800# Lift (34"x51") N/A 138-139" WB	$3,725.00	-$3,725.00
1	SC-AS-383	Braun Century NCL1000 3451HB-2 1000# Lift (34"x51") N/A 138-139" WB	$4,250.00	$4,250.00
		Q Straint W.C. Securement Kits, Accessories		
-2	SC-AS-400	Q-8301-L Max Retrctr Tie Down,Q8-6326-A1 Comb Lap/Shldr,L Trk	$475.00	-$950.00
1	SC-AS-401	Q-8301-SC Max Retrctr tie down,Q8-6326-A1 Comb Lap/Shldr,SldNClk	$640.00	$640.00
		Miscellaneous Accessories		
1		Hanover Front and Side Destination sign per customer spec ERIC Controller	$4,181.25	$4,181.25
1		Avail Technologies With Hanover plus S&H	$9,857.43	$9,857.43
1		Avail Install	$1,400.00	$1,400.00
1		Hanover install	$280.00	$280.00
1		Shop Loose PX-5RD-250 Alternator	$852.87	$852.87

Creative Bus Sales

Additional Options

1		**Delivery/Freight Charge from Bus Manufacturer to Albuquerque, NM**	$1,995.00	$1,995.00
65		One-way delivery cost, per mile, from Vendor to Recipient's destination (price	$2.00	$130.00
		SAFETY OPTIONS		
1	SC-AS-417	Body Fluid Kit	$40.00	$40.00
		GRAB RAIL / STANCHION / PANELS		
1	SC-AS-452	1 1/4" Dual Entry Grab Rails Parallel to Entrance Steps (both sides)	$90.00	$90.00
		SEATING - DRIVER		
-1	SC-AS-462	SHIELD FC Recliner(GM&Ford), RH Arm, 4 Position Lumbar, Mesh Pocket	$415.00	-$415.00
1	SC-AS-465	USSC G2 ELP Adjustable Head Rest,Lumbar,Armrest, Black Cloth Insert, Vinyl Sides	$1,595.00	$1,595.00
1	SC-AS-468	Adnik 6 Way Driver Seat Power Base	$400.00	$400.00
		FOLDAWAY SEATS		
1	SC-AS-507	Foldaway Seat - High Back Double *N/A BERKSHIRE	$750.00	$750.00
		PASSENGER SEAT FABRICS		
14	SC-AS-524	Seat Cover - Level 1 Newport Vinyl; Oxen Vinyl; Olefin	$0.00	$0.00
1		Apollo Road Runner 7 Camera System + install	$6,338.75	$6,338.75
				$40,975.30

Creative Bus Sales
5760 Pino Avenue NE
Albuquerque, NM 87109

Phone: 866.973.8369
Fax: 602.437.2758
www.creativebussales.com

Buyer's Order Contract

Date:	October 24, 2016	**Unit #(s):**	
Customer Name:	NMDOT/NCRTD		
Contact:		**Phone:**	505-629-4655
Address:	1327 N. Riverside Dr.	**Fax:**	-
City, State, Zip:	Espanola, NM 87532	**E-Mail:**	troyb@ncrtd.org
Sys 2K Entity #:	1070127	**Salesperson:**	Gary R. Guinn
Ship To Address:	ATTN: Same , Same		
Ship To Address Cont'd:			
Ship To Phone:		**Ship To Email:**	
Finance Source:		**Contact:**	
Address:		**Phone:**	
City, State, Zip:		**Fax:**	
Description of Vehicle:	5311 NCRTD 12-2, StarCraft AllStar 25', 176"WB Ford E-450		
NMDOT to Pay 80% $754,772.00 and NCRTDto Pay 20% $189,362.60			
Engine Type:	Gas		
VIN #:		**FOB Terms:**	Shipping
Number of Passengers:	14	**Wheelchair Positions:**	2
Estimated Delivery Date:	March 1, 2017	**Payment Terms:**	

		Unit Price	$101,204.46
		Delivery	$0.00
Possession State:	**NM**	GPC	($5,941.00)
		Rebates (Taxable)	($1,000.00)
		Doc Prep Fee (Taxable)	$150.00
		Base Selling Price	**$94,413.46**
		ADA Amount (Non Taxable)	$0.00
		Total Taxable Amount	$0.00
		Sales Tax Total	**$0.00**
0.000%	**NM - _Exempt-Motor Vehicle Sales**		
Notes:		DMV Estimated Fees	$0.00
Sales tax is calculated based on the state or country in which customer takes possession of vehicle. Sales tax will be charged to customers taking possession in AZ, CA, CO, FL, IN, NM, NV, OK, OR, SC, TX, WA, Canada, and Mexico.		DMV Electronic Filing Fee	$0.00
All rebates and incentives will be signed over to Creative Bus Sales		Tire Fee	$0.00
		Fees Sub-Total	**$0.00**
		Total Price Per Unit	**$94,413.46**
		Quantity	10
		Contract Total	**$944,134.60**
		Credits	
		Customer Trade-In	$0.00
		Customer Deposit	$0.00
		Balance Due	**$944,134.60**

Remit To: Creative Bus Sales, Inc. 14740 Ramona Ave, Chino CA 91710

Terms: The deposit if indicated above is due with this signed contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause. The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.

Buyer's Signature: _____ _____

Creative Bus Sales: Gary R. Guinn _____ **10/24/2016**

CBS Signature: _____ _____

10/24/2016

Creative Bus Sales

NMDOT CONTRACT

State Price Agreement # 60-000-15-00015

Preparer: Gary R. Guinn

MAKE	Unit Price
Starcraft	

Base Models: AllStar 12-2

Base Body Price:	$54,438.16
Model Upgrade:	$0.00
Additional Options:	$40,975.30
Published Options:	$0.00
Mobility Discount:	-$1,000.00

Base Model Info:

Vehicle Length	Lift Position	Wheelchair positions	Number of Passenger Seating
22'	REAR	2	12

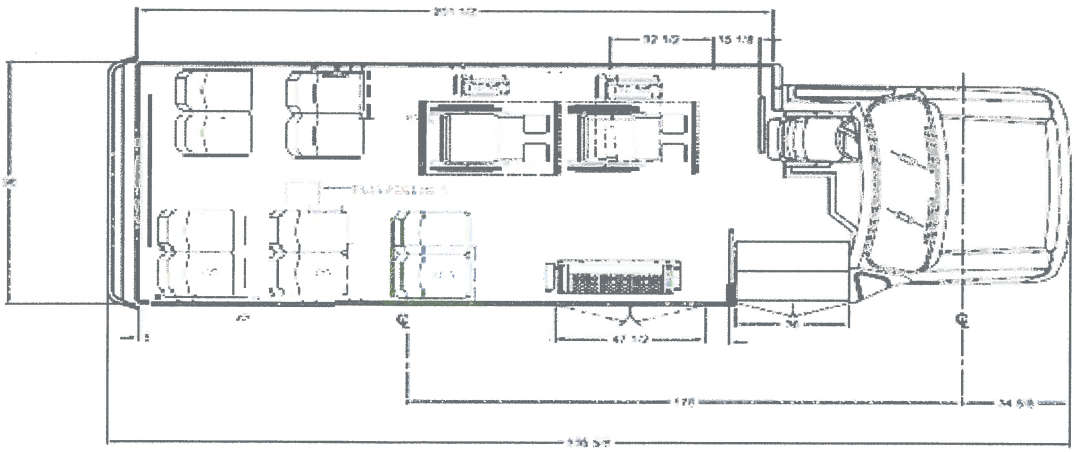
Adjusted Model Info:

Vehicle Length	Lift Position	Wheelchair positions	Number of Passenger Seating
25'	side	2	12

Total per Unit:	$94,413.46
Quantity:	10
Total:	**$944,134.60**

Proposal For:	North Central Regional Transit District		
Contact:	Troy Bingham-Mark Lopez		
Delivery Address:	1327 N. Riverside Dr. Espanola, NM		
Office:	505-629-4701	**Mobile:**	575-405-3393
Email:	troyb@ncrtd.org markl@ncrtd.org		

Floorplan



Creative Bus Sales

Standard Features

ALLSTAR - FORD E350 - 12-2

Allstar 22' 158" WB E-350 6.8L Gas W/225 AMP OEM ALT		
SPECIAL INSTRUCTIONS OR NOTES		
Water test report with each bus		
SPECIAL BUILD ORDER		
Front End Alignment - toe-in caster camber - include printout		
SIDEWALL / REARWALL / CEILING		
Sidewall: Grey FRP		
Rearwall: Grey Seaspray Fabric		
Ceiling: Grey Seaspray Fabric		
Driver Area: Grey Padded Vinyl		
FLOORING - WHITE NOSING IS STANDARD		
Aisle: Gerflor Sirius NT #6801 Graphite (Black)		
Under Seats: Gerflor Sirius NT #6801 Graphite (Black)		
CHASSIS		
Front Mud Flaps, pair		
Mor-Ryde RL Suspension		
ENVIRONMENTAL CONTROL		
DUAL COMPRESSOR SYSTEMS		
R226216 55K 23022 EVAP - 25062 SKIRT COND TM16 10 C.I.D. COMP (SELECT CHASSIS/ENGINE BELOW)		
R226216 FORD 6.8 LITRE GAS		
HEATERS		
Hot Water Heater, 65K BTU-Mounted to Seat Frame		
MISCELLANEOUS		
Defroster Fan - Mount Location:	Curb side	
ELECTRICAL		
Battery Box and Tray		
Light in Engine Area		
EXTERIOR LIGHTS		
Surface Mount LED Entry Door Exterior Light - STD Choose Optional Below or Special builds		
LED Rear Center Mount Brake Light, **Rectangular**		
AUDIO / VISUAL		
Deluxe AM/FM/CD With Clock & 4 Speakers PA Ready		
DOORS / HATCH / WINDOWS		
Electric Entry Door is Standard. Add Option #2056 if Manual is Desired		
Passenger Door Electric (standard)		
Passenger Door 36" ROUGH OPENING (STANDARD)		
LUGGAGE RACK / STORAGE		
Driver Storage in Cab Overhead with Lock		
PARATRANSIT OPTIONS		
Double W.C. Doors w/ Windows, Interior Light, Leaf Spring, LED Exterior Lighting		
IS THE LIFT IN THE FRONT OR REAR OF THE UNIT?	front	
BRAUN LIFTS		
Braun Century NCL919-2 800# Lift (34"x51") *N/A FRONT LIFT 138/139"WB		
LIFT FAST IDLE WITH 403 INTERLOCK		
STARCRAFT Fast Idle with FMVSS 403 Interlock Ford Gas/Dsl RCT-01363		
Q Straint W.C Securement Kits, Accessories		
Q-8301-L Max Retrctr Tie Down,Q8-6326-A1 Comb Lap/Shldr,L Trk		
Q-Straint Belt Cutter (ship loose)		
Miscellaneous Accessories		
Priority Seating Sign **Required for ADA Compliance**		
SAFETY OPTIONS		
5 Lb Fire Extinguisher		
16 Unit First Aid Kit		
Emergency Triangle Kit		
Back-Up Alarm SAE Type B 107 db(A) Ecco 575		
Interior Convex Mirror 6"x9"		
Wide Angle Lens 11"x14", Fresnel		
Emergency Exit Decal RED **LOCATION:**	above windows	
GRAB RAIL / STANCHION / PANELS		
Right Hand Entry Vertical Grab Rail - 1 1/4"		
Ceiling Grab Rail (each) If 1 Specify Side:	Street	
SEATING - DRIVER		
SHIELD FC Recliner(GM&Ford), RH Arm, 4 Position Lumbar, Mesh Pocket		
FREEDMAN SHIELD & LO CAM DRIVER SEAT FABRICS		
Driver Seat Cover - Level 2 Vinyl w/Regions Inserts		
SEATING - PASSENGER		
STD RIGID SEATS		
Mid High Double Seat		
PASSENGER SEAT FABRICS		
Seat Cover - Level 1 Newport Vinyl; Oxen Vinyl; Olefin		
SEAT OPTIONS		
Anti-Vandal Grab Handle, Black Ea **on:**	7	aisle
Black US Armrest - Each - **on:**	7	aisle
SEAT BELTS		
Seat Belt, Freedman USR Retractable (Per Person) N/A Handi-Flip		

Creative Bus Sales

Additional Options

Qty	Part #	Description	List Price	Ext Price
		ALLSTAR - FORD E350		
1	SC-AS-21	Allstar 20' 158" WB E-350 6.8L Gas W/225 AMP OEM ALT	$770.00	$770.00
		STARLITE & ALLSTAR OPTIONS		
		SIDEWALL / REARWALL / CEILING		
1	SC-AS-35	FRP on Ceiling, Grey	$300.00	$300.00
1	SC-AS-36	FRP on Rearwall, Grey	$150.00	$150.00
1		Paint entire Bus	$4,500.00	$4,500.00
-1	SC-AS-40	Grey Padded Cloth Interior (walls and ceiling)	$150.00	-$150.00
		FLOORING - WHITE NOSING IS STANDARD		
1	SC-AS-62	Fuel Tank Access Plate In Floor	$50.00	$50.00
		EXTERIOR		
1		Logo and Lettering	$800.00	$800.00
1	SC-AS-65	Gloss Black Out Window Paint	$475.00	$475.00
		CHASSIS OPTIONS		
1	SC-AS-70	Heavy Duty Anti-Slip Aluminum Running Board on Driver Side (Large)	$250.00	$250.00
1	SC-AS-71	Rear Tow Hooks	$75.00	$75.00
1	SC-AS-77	Exterior Mirror Set, Remote/Heated, Ford	$550.00	$550.00
1	SC-AS-83	DL-2 STAINLESS ANTI-GLARE FINISH BIKE RACK W/DEPLOYMENT KIT	$2,300.00	$2,300.00
1	SC-AS-97	Valve Stem Extender Inner Dual Rear Wheel, pair	$65.00	$65.00
		ACC CLIMATE CONTROL A/C SYSTEMS		
		R226216 55K 23022 EVAP - 25062 SKIRT COND TM16 10 C.I.D. COMP		
-1	SC-AS-129	R226216 FORD 6.8 LITRE GAS	$4,000.00	-$4,000.00
		R225516 55K 23022 EVAP - 25055 ROOF TOP COND 10 C.I.D. COMP		
1	SC-AS-133	R225516 FORD 6.8 LITRE GAS	$5,100.00	$5,100.00
		TRANS/AIR AIR CONDITIONING SYSTEMS		
		ELECTRICAL		
1	SC-AS-252	Locate (2) Batteries to Tray or In Step Box FORD - Requires Tray or In Step Option	$100.00	$100.00
1	SC-AS-258	Stop Request, Pull Cord, Chime, Sign	$495.00	$495.00
		DESTINATION SIGNS/I.D. SIGN/FRONT VIEW WINDOW		
1	SC-AS-272	Install Front Destination Sign Window and Overhead Access Door for Customer	$450.00	$450.00
1	SC-AS-273	Install Side Destination Sign Window w/Structure for Customer Installed Sign	$250.00	$250.00
		EXTERIOR LIGHTS		
1	SC-AS-292	Turn Signals Flash With Open Door	$75.00	$75.00
		INTERIOR LIGHTS		
1	SC-AS-301	Door Activated Interior Lights	$30.00	$30.00
		AUDIO / VISUAL		
1	SC-AS-316	Ground Plane for 2-Way Radio, Pull Cord, Conduit Terminates B Pillar Floor	$75.00	$75.00
1	SC-AS-318	External Speaker with ON/OFF Switch (each)	$75.00	$75.00
		DOORS / HATCH / WINDOWS		
		Electric Entry Door is Standard. Add Option #2056 if Manual is Desired		
1	SC-AS-319	Passenger Door Electric (standard)	$0.00	$0.00
1	SC-AS-321	Passenger Door 36" ROUGH OPENING (STANDARD)	$0.00	$0.00
1	SC-AS-324	Exterior Passenger Entrance Door Key	$70.00	$70.00
1	SC-AS-336	Roof Hatch - Transpec 1070 Series Dual Purpose Safety Vent II	$350.00	$350.00
		BRAUN LIFTS		
-1	SC-AS-380	Braun Century NCL919-2 800# Lift (34"x51") N/A 138-139" WB	$3,725.00	-$3,725.00
1	SC-AS-383	Braun Century NCL1000 3451HB-2 1000# Lift (34"x51") N/A 138-139" WB	$4,250.00	$4,250.00
		Q Straint W.C. Securement Kits, Accessories		
-2	SC-AS-400	Q-8301-L Max Retrctr Tie Down,Q8-6326-A1 Comb Lap/Shldr,L Trk	$475.00	-$950.00
1	SC-AS-401	Q-8301-SC Max Retrctr tie down,Q8-6326-A1 Comb Lap/Shldr,SldNClk	$640.00	$640.00
		Miscellaneous Accessories		
1		Hanover Front and Side Destination sign per customer spec ERIC Controller	$4,181.25	$4,181.25
1		Avail Technologies With Hanover plus S&H	$9,857.43	$9,857.43
1		Avail Install	$1,400.00	$1,400.00
1		Hanover install	$280.00	$280.00
1		Shop Loose PX-5RD-250 Alternator	$852.87	$852.87

Creative Bus Sales

Additional Options

1		**Delivery/Freight Charge from Bus Manufacturer to Albuquerque, NM**	$1,995.00	$1,995.00
65		One-way delivery cost, per mile, from Vendor to Recipient's destination (price	$2.00	$130.00
		SAFETY OPTIONS		
1	SC-AS-417	Body Fluid Kit	$40.00	$40.00
		GRAB RAIL / STANCHION / PANELS		
1	SC-AS-452	1 1/4" Dual Entry Grab Rails Parallel to Entrance Steps (both sides)	$90.00	$90.00
		SEATING - DRIVER		
-1	SC-AS-462	SHIELD FC Recliner(GM&Ford), RH Arm, 4 Position Lumbar, Mesh Pocket	$415.00	-$415.00
1	SC-AS-465	USSC G2 ELP Adjustable Head Rest,Lumbar,Armrest, Black Cloth Insert, Vinyl Sides	$1,595.00	$1,595.00
1	SC-AS-468	Adnik 6 Way Driver Seat Power Base	$400.00	$400.00
		FOLDAWAY SEATS		
1	SC-AS-507	Foldaway Seat - High Back Double *N/A BERKSHIRE	$750.00	$750.00
		PASSENGER SEAT FABRICS		
14	SC-AS-524	Seat Cover - Level 1 Newport Vinyl; Oxen Vinyl; Olefin	$0.00	$0.00
1		Apollo Road Runner 7 Camera System + install	$6,338.75	$6,338.75
				$40,975.30

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: November 4, 2016

Agenda Item - I

Title: Discussion and Consideration of Resolution No. 2016-42 Adopting Amended Financial Policies to Incorporate a Change to District's Financial Policies to Include Automatic Vendor Payments and Check Signatures

Prepared By: Troy Bingham, Finance Director

Background: The NCRTD last updated the District's Financial Policies in October 2015 to provide for separate stand-alone investment policy. The current policy does not outline authorized methods and high level procedures for paying vendors. However, the NCRTD Board passed a resolution in November 2013 to allow for ACH payments, but that resolution was never integrated into the current Financial Policies. The Finance Director recently implemented direct deposit payments to vendors in July 2016 and the program has been very successful. This policy discussion is to codify prior authorization and define expectation for the program going forward.

Summary: This policy discussion is to codify prior authorization and define expectation for the program going forward. The Finance Subcommittee meet October 28, 2016 and discussed the changes to the policy and recommended the following redlined version to the Board for approval.

Recommendation: It is recommended that the Board discuss and review the information about the "Vendor Direct Deposit Program" and recommend approval of incorporating this program into the Financial Policies of the District by resolution.

Attachment:
- North Central Regional Transit District-Financial Policy #1 REDLINED

North Central Regional Transit District (NCRTD)

Resolution 2016 - 42

A Resolution Amending the October 9, 2015 Financial Policy #1

WHEREAS, the Board of Directors is the statutory governing body in and for the North Central Regional Transit District (District) and finds it in the best interest of the constituents of the District to establish polices to ensure the financial stability of the District; and

WHEREAS, the current Financial Policy was adopted on October 9, 2015; and

WHEREAS, the Finance Committee at their October 28, 2016 meeting reviewed draft changes to the District's Financial Policy and have recommended consideration of those changes to the Board of Directors; and

WHEREAS, the Board, after thorough consideration and upon recommendation of the Finance Committee and staff, find that it is prudent to amend the District's Financial Policy attached hereto.

NOW THEREFORE BE IT RESOLVED, BY THE NCRTD BOARD THAT THE ATTACHED FINANCIAL POLICY #1 SHALL BE AND ARE HEREBY ADOPTED, AND ARE APPROVED AND ADOPTED THIS 4TH DAY OF NOVEMBER 2016.

NOW THEREFORE LET IT BE FURTHER RESOLVED, THAT THE NCRTD BOARD DOES HEREBY DIRECT MANAGEMENT TO IMPLEMENT AND DEVELOP PROCEDURES TO INSURE APPROPRIATE ACCOUNTING AND MAXIMUM ACCOUNTABILITY IN ACCORDANCE WITH ALL LAWS AND REGULATION THAT PERTAIN TO THE FINANCIAL POLICY.

_____

Daniel Barrone, Chair

Approved as to form:

_____

Peter Dwyer, Counsel

NORTH CENTRAL REGIONAL TRANSIT DISTRICT	
SUBJECT: Financial Policies	**NUMBER: Financial - 01**
EFFECTIVE DATE: ~~October 9, 2015~~November 4, 2016	**Adopted and amended by Board Resolution No. 2011-10 on November 4, 2011, 2013-04 on March 1, 2013, 2013-29 on November 8, 2013 and 2015-29 on October 9, 2015, 2016-XX on November 4, 2016.**
AMENDS/SUPERSEDES: **Policies adopted by Board on July 14, 2011, November 4, 2011, March 1, 2013, November 8, 2013, October 9, 2015**	**APPROVED:** **ANTHONY J. ~~MORTILLARO, EXECUTIVE~~MORTILLARO, EXECUTIVE DIRECTOR**

Purpose

The Financial Policies described herein are designed to provide a comprehensive framework for the management of financial resources for the North Central Regional Transit District (NCRTD). They provide guidelines for decision making by the NCRTD Board and management on how financial resources shall be utilized to fulfill the mission of the transit system, meet obligations and protect the public interest.

Objectives:

- Cost effective allocation and use of NCRTD financial resources in achieving the Districts mission.
- Compliance with applicable Federal and State laws, regulations and guidelines governing transit funding.
- Use of sound business and accounting practices in managing NCRTD financial affairs.
- Consistent financial practices, operational efficiencies and best practices.

~~**Vendor Payment Policies**~~

~~The District has implemented "Vendor Direct Deposit Program". The program allows for vendors to elect to receive an Automated Clearing House (ACH) payment for services provided to the District. Automated Clearing House (ACH) is an electronic network for financial transactions. The NCRTD Finance Director is authorized to add vendors and develop procedures to insure appropriate accounting and maximum accountability in accordance with GASB and Internal Controls set by the District.~~

~~Payments to vendors over $20,000 require two authorized check signors (i.e. Board Chairman, Executive Director, or Board Treasurer). The Finance Director is also a signor for the District for purposes of maintaining bank relationships and handle issue with bank directly, but only under extenuating circumstances should the Finance Director sign as check issued by the Finance Department (i.e. Executive Director is out-of-town, or unable to contact for signature). Payments made through the "Vendor Direct Deposit Program" will have a second signature, but the Finance Director is authorized to sign for those payments along with the Executive Director.~~

1. Budgetary Policies

The adopted budget represents the ongoing commitment of the management and staff to operate and maintain the NCRTD in a fiscally sound manner according to the guidelines, policies and direction set forth herein. The Budget spans a fiscal year (beginning July 1 and ending June 30) and contains operating and non-operating revenues and expenses, grants, capital expenditures and reserves for the District. The budget is an appropriation document that gives the District the authority to spend funds for operating expenses, other expenditures such as contracts and capital and reserves.

Each year, the District staff will develop a budget plan that will lead to the Board's review and adoption of the subsequent year's budget. The timing of this process will be consistent with the established strategy and priorities at the District and with statutory requirements.

The District will also prepare a ten-year Long Term Financial plan for the purpose of identifying future financial challenges. It will be updated annually concurrent with the development of the annual budget.

A budget calendar for the fiscal year is to be established to make clear deliverables and deadlines.

Each year the District will establish a budget by:

- Providing a comprehensive review of the Districts sources and uses of funds for operating and capital expenditures.
- Tailoring the budget process into an effective management tool for setting financial priorities and meeting strategic objectives.

- Ensuring that the budget manages financial resources in a manner that:
  - Is prudent and sustainable
  - Meets financial requirements of medium and long-term capital needs
- Producing budget information that is:
  - Clear, comprehensible and transparent to employees and constituencies
  - Accurate, timely, and easy to access
- Monitoring and analyzing revenues and expenditures throughout the fiscal year for compliance and accountability.
- A quarterly cash and investment report and monthly one-year cash flow forecast report will be prepared.
- Current appropriations for all funds are limited to the sum available, unrestricted cash balances and revenues estimated to be received in the current budget year.
- All District divisions will operate within the adopted budget. From time to time, the District will consider spending requests for new or expanded programs during the course of the fiscal year and, to the extent possible, such increases to current operations will be funded by reoccurring current revenues unless the request is for a one-time activity that does not require an ongoing funding allocation. On occasion, there may be a need for Board action to draw funds from the Districts un-appropriated balance in order to meet unforeseen financial requirements.
- Capital assets owned by the District shall be maintained on a regular schedule. The District will recognize the impact of wear and tear of existing capital assets in the operating budget. Maintenance costs will be identified and incorporated into the annual operating budget as necessary. These costs include items such as renovations, maintenance and service contracts.
- District funds will be reconciled at the close of the fiscal year to determine the available cash balance at year end.
- Reports to the Board shall include Fiscal Impact discussions as to how they may affect the budget plus the estimated cost and benefit of the program or service in the current and future years.

2. Budgetary Control:

Budget control is maintained at the departmental/divisional level. The Executive Director has the authority to approve appropriation transfers between programs, divisions or departments. In no case may total expenditures adopted for the fiscal year exceed that which is appropriated by the District Board without budget amendment.

3. Vendor Payment Policies

The District's policy is to make prompt payment to vendor's who have provided services or goods in compliance with a valid written agreement. The District seeks to ensure that all goods and services are received and conform to contractual requirements prior to making payment.

Thereafter, payments should be made in the most efficient, timely and cost effective manner possible.

To this end, ~~T~~the District has implemented a "Vendor Direct Deposit Program". The program allows for vendors to elect to receive an Automated Clearing House (ACH) payment for goods and services provided to the District. Automated Clearing House (ACH) is an electronic network for financial transactions. Payments are made instantaneously upon initiation of an ACH transfer. Therefore, any approval of a transfer comes after the transfer occurs and payments over $20,000 will occur prior to receipt of confirming signatures. Payments made through the "Vendor Direct Deposit Program" in excess of $20,000.00 will be confirmed as authorized by obtaining hard copy, written approvals with the signature of the Executive Director and the ~~Board Chair or Secretary/Treasurer~~Finance Director and placing a copy of the written confirmation in the appropriate District files.

The NCRTD Finance Director is authorized to add vendors and develop procedures to insure appropriate accounting and maximum accountability in accordance with GASB and Internal Controls set by the District.

Non-~~-~~ACH Payments to vendors over $20,000.00 require two authorized check signors (i.e. Board Chairman, Executive Director, or Board Secretary/Treasurer). The Finance Director is also a signor for the District for purposes of maintaining bank relationships or in cases where the Finance Director is handling issues directly with the bank~~-~~, but only under extenuating circumstances should the Finance Director sign a check issued by the Finance Department (i.e. Executive Director is out-of-town, the Board Chair or Secretary/Treasurer are unavailable or unable to contact the aforementioned signors for signature).

To insure accountability of the payments made to vendor, whether by ACH or by check, a list of payments over $20,000.00 will be provided quarterly to the Finance Subcommittee for review and eventual recommendation to the Board for concurrence of payment. ~~Payments made through the "Vendor Direct Deposit Program" in excess of $20,000.00 will have a second signature as follows: the Finance Director is authorized to sign for those payments along with the Executive Director.~~

4. ~~2.~~ Operating Program:

The District utilizes a general operating fund, which will be used to account for all financial transactions required for the current operation of the public transportation system. The two primary components of this fund are:

A. Operating Income (Income Sources)

- Operating income includes revenues derived from the Regional Transit Gross Receipts Transit tax (RT GRT), operating and capital assistance (federal and state funds), passenger fares, contractual reimbursements or contributions, interest income, and other miscellaneous sources of revenue.

- For all federal transit grants awarded from New Mexico Department of Transportation (NMDOT), adherence to financial rules, regulations, and reporting will be complied with by NCRTD as per the New Mexico State Management Plan for the Administration of Federal Transit Grants, the annual Federal Transit Administration (FTA) Certifications and Assurances, and any subgrantee federal funding contract/memorandum of agreement with NMDOT.

- The District will continuously seek new revenues and will, to the extent consistent with its public transit objectives, pursue a diverse revenue base in an effort to maintain a stable revenue stream. Seeking revenue diversity will help shelter the District from short-term fluctuations in any one revenue source.

- Revenues from the RT GRT are tracked in a line item dedicated to that purpose. According to the ballot initiative that created the RT GRT, the funds are to be used to expand regional public transit in the four-county area. The District interprets this to mean that RT GRT funds should be used to implement approved service plans per Board adopted resolutions. Approved service plans may include, but are not limited to, establishing entirely new regional routes; increasing the frequency of service on existing routes; purchasing more and larger vehicles so more riders may avail themselves of public transit; acquiring fixed capital assets and technology to solely be utilized on those approved regional routes, converting pilot projects to regular services; and coordinating with other service providers, such as Santa Fe Trails, Taos Chili Line, Atomic City Transit, the Rail Runner, and Park & Ride to improve services and strive to provide a seamless transit experience to those in the District's service area.

  The following definition has been adopted by the Board and will be utilized to ascertain whether a proposed regional route is eligible to be funded by RT GRT:

  1. It connects to a service that leaves the district such as the Rail Runner or Park & Ride; or
  2. It crosses a jurisdictional line between Members;
  3. It connects two or more Members;
  4. It is solely within a single Member's local area but directly connects both in time and location with a service or route that makes possible travel outside the local area to another Member's area;
  5. It connects two distinct and separate communities within one Member's area such as Questa and Red River in Taos County or Los Alamos and White Rock in Los Alamos County;
  6. The Board of Directors will annually review all service plans within the region in order to determine regional routes by the qualification stated above. The

board will have the ability to add or eliminate routes based on criteria for efficiency within the District.

The following funding allocation method will be used to determine the amount of RT GRT that will be allocated toward Board approved services on an annual basis, as provided below.

Entity	Percentage of Total Fiscal Year Projected NCRTD Transit GRT Revenue
City of Santa Fe	14%
Los Alamos County	20%
Rail Runner	26%
NCRTD (Santa Fe County, Rio Arriba County, and Taos County)	40%

In the event that RT GRT revenue(s) do not materialize as projected in the adopted fiscal year budget, it is the Board's stated desire that funding for services will be retained to the extent feasible. In order to achieve this priority the Board will consider the adjustment of the percentage allocations described in the above allocation methodology excluding the Rail Runner whose funding is prescribed through an Intergovernmental Agreement dated February 2009. The modification in the revenue percentage allocations will be proportionate to the reduction in the RT GRT revenue.

It is also the Board's priority that as a last resort, transit services provided solely and directly by the NCRTD should not be reduced. In the event that such a reduction is likely, the Executive Director may recommend to the Board for its consideration the use of operating reserves to the extent necessary and without violating the Reserve Policy requirements herein.

RT GRT revenue that is deemed to be reoccurring revenue and not allocated for regional routes is placed in the operating reserve balance and reserve for service enhancements and as such maybe be available for allocation in the following year for expanded service of regional routes as recommended by the Executive Director and adopted by the Board on the bases of the methodology for the allocation of RT GRT as described above. Prior to commitment of any remaining RT GRT reserve operating balance in the ensuing fiscal year to expanded regional service routes, these routes must be included in the requesting entities annual service plan and adopted by the NCRTD Board as well. In no event will these funds be allocated for new or expanded service regional routes if it will result in the diminishment of the reserve operating balance requirements as described within these policies or if it will impact the Districts ability to meet its capital equipment and infrastructure requirements.

The District is responsible for seeing that RT GRT funds are spent appropriately. For those entities operating their own transit services an invoice shall be submitted quarterly to the

District requesting reimbursement of funds spent in accordance with RT GRT funded service plans and adopted cost allocation methodology. Invoices shall contain sufficient line-item detail to support the appropriateness of the expenditure and concurrence with the intended use of the funds. Upon receipt and review of the invoice, the District will reimburse the entity, provided sufficient RT GRT funds have been received.

B. In reference to Tribal Transit Funds if awarded by the Federal Transit Administration (FTA) to a Tribal Entity, the Tribal Entity maintains the authority to 1) utilize all Tribal Transit Funds received for Tribal Transit / Transportation Initiatives; 2) allocate through an agreement a portion of Tribal Transit Funds to the NCRTD; 3) allocate through an agreement all Tribal Transit Funds received to the NCRTD.

1) Tribe utilizes all FTA Tribal Transit Funds for Tribal Transit / Transportation Initiatives.
    a. No Agreement with the NCRTD.

2) Tribe allocates through an agreement a portion of FTA Tribal Transit Funds to the NCRTD. The process for managing these funds includes the following steps:
    a. Tribe determines a need for additional services requiring a portion of Tribal Transit funds be allocated through an agreement to the NCRTD to provide contracted transit services.
    b. The NCRTD will assess the additional services requested by the Tribe and provide the Tribe with a Scope of Work, Budget & Budget Narrative.
    c. The Tribe will review and make any necessary changes to documents and return to NCRTD for review and re-submittal.
    d. Upon agreement of transit services to be contracted to the NCRTD, the Tribe and NCRTD will sign a Professional Services Contract detailing agreement between Tribe as the recipient of FTA Tribal Transit Funds and the NCRTD as the sub contractor to include: Scope of Work, Budget, and Budget Narrative.
    e. Contract, Scope of Work, Budget and other Program Information will be entered into the Federal Transit Authority's (FTA) TEAM web system by the Tribe or authorized NCRTD personnel if stated in agreement.
    f. Reports: Quarterly Financial, Monthly Progress, Monthly Ridership Reports are submitted to the FTA / FederalReporting.gov / TEAM web portal and will be completed by Tribe or authorized NCRTD personnel. Copies of all reports will be sent to Tribe for record keeping if the NCRTD personnel perform the reporting requirements.
    g. Any changes or modifications to the Scope of Work, Budget, and Budget Narrative must be approved and documented by the Tribe prior to NCRTD changing services or requesting reimbursement or payment for services provided under agreement.
    h. The NCRTD will advances funds to cover operating costs of contracted transit services.

i. NCRTD will submit a detailed "Invoice" of work, services performed and provided to the Tribe per Scope of Work and Agreement for approval and processing.
j. Tribe will approve "Invoice" of work and services performed and provided by the NCRTD and request a drawdown from the FTA.
k. Upon receipt of funds from the FTA, the Tribe within 7 days will process payment to the NCRTD.
l. The Tribe and the NCRTD will meet periodically to evaluate the effectiveness of the services being provided, available budget, and discuss any necessary changes.

3) Tribe allocates through an agreement all FTA Tribal Transit Funds received to the NCRTD for the provision of contract transit services. The process for managing these funds includes the following steps:
   a. Tribe determines a need to allocate through an agreement all FTA Tribal Transit funds to the NCRTD for the provision of FTA funded contractual transit services to be continued.
   b. The NCRTD and the Tribe will assess current FTA funded services being provided to the Tribe and provide the Tribe with a Scope of Work, Budget and Budget Narrative of the FTA funded current services and how these funds will be utilized to continue transit services.
   c. The Tribe will review and make any necessary changes to documents and return them to the NCRTD for review and re-submittal.
   d. Upon agreement of transit services to be contracted to the NCRTD, the Tribe and NCRTD will sign a Professional Services Contract detailing agreement between Tribe as the recipient of FTA Tribal Transit Funds and the NCRTD as the sub contractor to include: Scope of Work, Budget, and Budget Narrative.
   e. Contract, Scope of Work, Budget and other Program Information will be entered into the Federal Transit Administration's (FTA) TEAM web system by the Tribe or authorized NCRTD personnel if stated in agreement.
   f. Reports: Quarterly Financial, Monthly Progress, Monthly Ridership Reports are submitted to the FTA / FederalReporting.gov / TEAM web portal and will be completed by Tribe or authorized NCRTD personnel. Copies of all reports will be sent to Tribe for record keeping if the NCRTD personnel perform the reporting requirements.
   g. Any changes or modifications to the Scope of Work, Budget, and Budget Narrative must be approved and documented by the Tribe prior to the NCRTD changing services or requesting reimbursement or payment for services provided under agreement.
   h. The NCRTD will advances funds to cover operating costs of contracted transit services.

i. NCRTD will submit a detailed "Invoice" of work, services performed and provided to the Tribe per Scope of Work and Agreement for approval and processing.
j. Tribe will approve "Invoice" of work and services performed and provided by the NCRTD and request a drawdown from the FTA.
k. Upon receipt of funds from the FTA, the Tribe within 7 days will process payment to the NCRTD.
l. The Tribe and the NCRTD will meet periodically to evaluate the effectiveness of the services being provided, available budget, and discuss any necessary changes.

Application Process:

1) When requested by Tribe, the NCRTD will assist with the Grant Application to include a set percentage (5%) for Administrative costs. If the Grant is awarded the Tribal Transit Funds Policy will be utilized to manage these funds.

2) The NCRTD, if requested and there is a signed agreement by all the Tribe's, will submit a Joint Application on behalf of the Tribe's in agreement. Prior to submittal of Joint Application, the Tribes will review and approve the Application, Scope of Work, Budget, and Budget Narrative being submitted on their behalf. If the Grant is awarded the Tribal Transit Funds Policy will be utilized to manage these funds.

3) The Tribe's on their own behalf may apply for Tribal Transit Funds. If the Grant is awarded the Tribal Transit Funds Policy will be utilized to manage these funds.

C. Operating Expenses

Operating expenses are defined as the day-to-day costs incurred for public transit delivery, administrative overhead, and other common and normal expenses.

D. Operating Balance (difference between operating income and operating expenses)

The operating balance is utilized to fund the capital program and reserve requirements.

E. Administrative Overhead Costs

Direct and Indirect costs that are incurred for common or joint purposes in support of transit service or capital programs. Costs are allocated to programs based on allocation methods which comply with Federal and State guidelines.

5. ~~3.~~ Reserve Policy

This Financial Reserve Policy contains practices that govern the management of the District's financial reserves in order to:

- Maintain access to capital markets and other sources of capital funding at the most efficient cost of funds for the District;
- Manage financial risks prudently by maintaining required and additional financial reserves to meet the Districts financial needs;
- Meet New Mexico State Department of Finance and Administration (DFA) requirements for minimum reserve balance requirements and any Board requirements;
- Provide the District with the ability to withstand national, regional and local major economic disruptions, unanticipated expenditure demands and meet the need for other non-recurring expenses except for as provided within the reserve policies.
- Meet or exceed all debt coverage requirements, if any; and
- Establish prudent levels of liquidity.

The District will maintain at all times one month of operating revenue as a cash reserve to meet DFA requirements.

The District will seek to maintain at all times an amount equaling 25% of its operating revenue as an unrestricted cash reserve which is inclusive of the DFA requirement distributed as follows:

A. Reserve for Operations (budget stabilization): It is the goal of the Board of Directors to annually direct 15% of the unrestricted reserves into this fund to meet unexpected decreases of more than 5% in the levels of total revenues and subsidies, as well an unexpected increases of more than 5% in total operating costs such as unanticipated and unbudgeted increases in fuel costs or other operating materials that cannot be rebalanced within existing budgeted resources in any given year in order to protect against reducing service levels when these fluctuations occur. This reserve will be maintained at a maximum of twenty percent (25%) of the annual operating revenues.
B. Reserve for Capital and Capital Replacement: It is the goal of the Board of Directors to annually direct 5% of the unrestricted reserves into this fund. In addition, revenues from the sale of surplus property or fixed assets will be directed towards this reserve fund. This reserve fund will provide the District with funds to meet matching requirements or non-matched purchases for fleet replacement, new fleet and replacement or acquisition of fixed assets. This reserve will be maintained at a maximum of fifteen percent (15%) of the annual operating revenues.
C. Reserve for Service Enhancements: This fund will be developed to build up fiscal resources in anticipation of future service enhancements. The intent is to build up a reserve of operating funds before potential service enhancements would be enacted in order to smooth the impact on the operating budget of a higher level of service and operating costs. When the Board has authorized existing service

enhancements or new service enhancements then the Resolution approving such may also include the authorization to use this reserve fund for that purpose as required by section "E" below. The targeted balance of this reserve fund should be sufficient to cover operating expense of the proposed service enhancement for a three-year period.

D. Reserve for Debt Service: When the District issues debt this reserve will be funded through bond proceeds equal to the highest year debt service obligation of the District. These funds are held by the trustee for payment of related debt service.

E. Approval for Use of Reserve Fund: Each proposed use of the reserve fund will be subject to Board approval. For each use of the aforementioned reserve funds, the Board will approve a resolution which will describe the need to use the reserve fund, and the uses for which reserve funds will be expended. By Resolution of the Board the Board upon recommendation of the Executive Director may consider the modification of the allocations herein in order to avoid any service reductions.

6. ~~4.~~ Capital Program

The NCRTD Capital Investment Plan (CIP) shall describe capital expenditures to be incurred to meet capital needs arising from long-term plans, asset maintenance or other capital needs. It sets forth each project in which the NCRTD will be involved and specifies the resources estimated to be available or required to finance the projected expenditures. The Executive Director shall submit to the NCRTD Board a proposed Capital Investment Plan prior to or in conjunction with the annual proposed budget. The Board shall approve the CIP no later than June 1 of each year. In the event that this date falls on a weekend, the preceding Friday shall prevail.

A. The Executive Director reviews all District capital projects to be recommended for inclusion in the CIP subject to the oversight and approval of the Board. In this capacity the Executive Director or a designee will:

   a. Affirm the linkage between proposed Capital Projects and the Districts strategic goals and objectives;
   b. Asses the linkage between the capital and operating budgets to ensure appropriate allocation of resources;
   c. Reaffirm the validity of a proposed CIP for annual approval by the District Board;
   d. Provide discipline and enforcement to the approved CIP;
   e. Monitor the progress of Capital Projects. Major changes in project scope or direction shall be presented to the Board for approval;
   f. Review the qualitative and quantitative (including financial analysis) evaluation of Capital Projects to determine the priority of projects;
   g. Review, assess and approve or deny the placement of proposed Capital Projects on the CIP;

h. Review CIP policies and procedures periodically and implementing changes as necessary;
i. Provide a mechanism for financial and resource planning for the District;
j. Authorize total project cost and fiscal year cost allocation changes.

B. The CIP is a planning document only. Any appropriations for specific project must be approved by the Board during the annual budget process.

C. The Districts CIP either creates a new asset or significantly extends the life of an existing asset.

D. Large Capital equipment purchases may be included in the CIP.

E. The Districts Capital Program will be used to account for the planning/design, acquisition, construction and reconstruction/rehabilitation of major capital facilities and equipment. It may include Federal and State grants as well as local funds to be used for capital acquisition and construction with and without benefit of grant funding including transfers from the Annual Operating Reserve Balance, project-related reimbursements, debt financing or other sources of capital funding.

F. Capital Expenditures are defined as expenditures incurred to meet capital needs arising from the District CIP, asset capital maintenance or other capital needs.

G. Capital Expenditure

a) Items/acquisitions that have a useful life in excess of one year and an acquisition cost of greater than or equal to $5,000.

b) Direct and eligible indirect costs, which are related and add value to a capital project, shall also be defined as capital expenditures.

H. Capital Performance Policy Objectives

a. The NCRTD will seek to obtain maximum Federal and State financing by pursing all appropriate funding available for public transportation systems.

b. A portion of the annual CIP will be allocated to the proper maintenance of the Districts capital assets including regular replacement of the fleet and equipment and the rehabilitation or replacement of facilities.

I. Capital Investment Plan Funding

Funding of the CIP will endeavor to fund capital needs from a combination of sources including:

- Pay-as-you–Go (cash funded, PAYGO)
- Grants from Federal/State/Other Sources
- Debt Financing and special loans

The CIP funding strategy will emphasize the use of PAYGO as a means to meet transit funding requirements with debt used as a secondary source. The level of PAYGO funding will be dependent on a number of factors including availability of funds from the RT GRT and other sources, the appropriate levels of retained fund balances, economic and other factors.

~~5.~~7.Debt Policy

The purpose of the Debt Policy is to establish guidelines for the issuance and management of the Districts debt. The District has the ability to issue debt under its statutory authority. This Debt Policy confirms the commitment of the Board, management, staff, advisors and other decision makers to adhere to sound financial management practices, including full and timely repayment of all borrowings, and achieving an appropriate level of capital within prudent risk parameters. The following objectives of the Debt Policy include the following:

- Obtain and maintain a high credit rating;
- Provide for an efficient overall cost of borrowing for the District;
- Provide specific guidelines with respect to the overall management of debt if incurred;
- Set forth a process for selecting various consultants who will assist the District in the issuance and management of the Districts debt;
- Support for the District's strategic plan objectives;

This Debt Policy shall govern the issuance and management of all debt and lease financings (excludes small item leasing such as copiers, etc…) funded from the capital markets, and shall include all obligations including investment of bond proceeds.

While adherence to this Debt Policy is required in applicable circumstances, the District recognized that changes in capital markets and unforeseen circumstances may produce situations that are not covered by the Debt Policy or require modifications or exceptions to achieve Debt Policy goals. In these cases, specific authorization from the Board is necessary to provide management appropriate flexibility. However, long term debt will be used on an as needed basis to fund the Districts capital investment needs.

The Debt Policy requires that each debt be specifically authorized by the District Board.

Debt Financing:

i. Principal maturity for debt will be linked to asset life and will not exceed thirty (30) years.
ii. Variable rate or other short term maturing debt maybe issued for capital purposes in anticipation of receipt of approved Federal and/or State grants, with the goal of repaying a portion or all of the debt issued upon receipt of funds.
iii. Issuance of debt must be linked to:
    1. Adequate encumbrance capacity to let contracts for the entire capital program in the most effective sequence.
    2. Cash flow requirements.
    3. Fund balance to guard against anticipated/unanticipated risks
iv. RT GRT will be used for the payment of annual debt service costs.
v. Debt will not be used for annual operating costs.

Lease Financing:

Lease obligations are a routine and appropriate means of financing capital equipment. These types of obligations maybe considered for equipment and assets that are not financed as a cost item under normal operating expenditures. The useful life of the equipment, the terms and conditions of the lease, and the direct impact on debt capacity and budget flexibility will be evaluated prior to the implementation of a lease program. Efforts will be made to fund capital equipment with a pay-as-you-go financing where feasible. Cash flow sufficiency, capital program requirements, lease program structures and cast and market factors will be considered in conjunction with a pay-as-you-go strategy in lieu of financing. Short-term equipment leases that do not access the capital markets are not covered by this policy.

Debt Service Coverage Ratios:

Debt Service coverage ratios establish a guideline for levels of annual operating costs relative to current and future debt service costs. This performance objective for Net debt service coverage is that the Operating Balance shall be greater than 1.25 times the annual debt service cost; however, the actual terms and conditions specific to each bond issue are controlled by the bond documents.

The net debt service coverage ratio is calculated as follows:

i. Operating income less operating expense equals the operating balance
ii. Operating balance divided by the annual debt service costs equals net debt service coverage ratio

The performance objective for Gross debt service coverage ratio (i.e. annual regional transit gross receipts tax/annual cumulative debt service cost) shall be maintained at a minimum of 3.0 times.

The maintenance of a debt service coverage ratio together with other performance measures provides multiple measures for the financial soundness of the NCRTD.

Refunding Bonds:

A present value analysis must be prepared that identifies the economic effects of any refunding to be proposed to the Board. It is acknowledged that some refunding may be executed for other than economic purposes, such as to restructure debt, change the type of debt instruments being used, or to retire a bond issue and indenture in order to achieve more desirable covenants. Approval by the Board is required for any refunding.

Method of Bond Sale:

The District will generally utilize a competitive sale process when complex bond structuring and marketing requirements are not an issue and the perceived pricing differential between competitive and negotiated sale is negligible. There are three potential methods of sale: competitive, negotiated, and private placement. Each type of bond sale has the potential to provide the lowest cost given the right conditions. The conditions under which each type of bond sale is best used are provided below. All or some of the conditions discussed will affect the method of sale.

A. Competitive Sale

1. Bond prices are stable and/or demand is strong.
2. Issuer has a strong credit rating.
3. Issuer is well known to investors.
4. There are no complex explanations required during marketing, regarding: issuer's projects, media coverage, political structure, political support, funding, or credit quality.
5. The bond type and structural features are conventional.
6. Bond insurance is included or pre-qualified (available).
7. Manageable transaction size.
8. Market timing and interest rate sensitivity are not critical to the pricing.

B. Negotiated Sale

1. Bond prices are volatile and/or demand is weak or supply of competing bonds is high.

2. Market timing is important, such as for refunding.
3. Coordination of multiple components of the financing is required.
4. Issuer has lower or weakening credit rating.
5. Issuer is not well known to investors.
6. Sale and marketing of the bonds will require complex explanations about the issuer's projects, media coverage, political structure, political support, funding, or credit quality.
7. The bond type and/or structural features are non-standard, such as for a forward bond sale, issuance of variable rate bonds or where there is use of derivative products.
8. Bond insurance is not available or not offered.
9. Early structuring and market participation by underwriters desired.
10. Pre-qualified underwriter's pool.
11. Large transaction size.
12. Expected high retail demand.

C. Private Placement

A Private Placement is a sale that is structured specifically for one purchaser such as a bank. The District reserves the right to privately place its securities if the need arises. Furthermore, any member of the active underwriting pool who presents the District with a cost savings financing plan, will be awarded to manage the financing/restructuring transaction.

Bond Consultants:

The District will select its financial advisors and its bond counsel by competitive process through a Request for Proposals (RFP). The District's contracting policies, which are in effect at the time, will apply to all contracts with finance professionals. Selection may be based on a best value approach for professional services or the lowest responsive cost effective bid based upon pre-determined criteria.

All financial advisors, bond counsel and underwriters will be selected through a Request for Proposals (RFP) or Request for Qualifications (RFQ) process, whichever is most appropriate given the circumstances. In isolated instances, such contracts may be awarded on a sole source basis if it is clear that a RFP/RFQ process would not be feasible or in the District's interests.

Financial Advisors:

The District may retain one or more financial advisory firms to provide general advice on the District's debt management program, financial condition, budget options, arbitrage rebate review, and rating agency relations. Additionally, a financial advisor may assist with the structuring of the District's Revenue Bond

issuances and may be used on an as-needed basis to provide financial advisory services that do not fall into the other categories of District debt obligations.

Financing Teams:

Financial advisors, bond counsel, and underwriters, where applicable, will be selected through a competitive process. Depending on particular expertise and consultant availability, some firms may be used on more than one program. However, efforts will be made to establish different teams to provide a number of firms the opportunity to participate in District contracts.

Bond Counsel:

The District debt will include a written opinion by legal counsel affirming that the District is authorized to issue the proposed debt, that the District has met all constitutional and statutory requirements necessary for issuance, and a determination of the proposed debt's federal and state income tax status. An appropriately experienced bond counsel firm (or firms) will prepare this approving opinion and other documents relating to the issuance of debt with extensive experience in public finance.

Disclosure Counsel:

The District will hire Disclosure Counsel(s) to prepare official statements in the event of any debt restructuring/refinancing or new bond issue. Disclosure Counsel(s) will be responsible for ensuring that the official statement complies with all applicable rules, regulations and guidelines. Disclosure Counsel(s) will be a well recognized firm(s) with extensive experience in public finance.

Disclosure by Financing Team Members:

The District expects that all of its financial advisory team will at all times provide the District with objective advice and analysis, maintain the confidentiality of the financial plans if required, and be free from any conflicts of interest. All financing team members will be required to provide full and complete disclosure, under penalty of perjury, relative to any and all agreements with other financing team members and outside parties that could compromise any firm's ability to provide independent advice that is solely in the best interests of the District or that could be perceived as a conflict of interest. The extent of disclosure may vary depending on the nature of the transaction.

Note: The aforementioned financial performance measures are established as policy objectives for the District management to strive to achieve in managing the

affairs of the District and may be temporarily suspended, modified or amended upon management review and Board approval.

8. ~~6.~~ Risk Management Policy

The District is to be protected to a prudent extent against liability or loss, which could significantly affect personnel, property, finances or the ability of the District to continue to fulfill its responsibilities as a regional transit entity. This is to be accomplished through the continuous identification, analysis, and control of risk exposures, the determination of the best methods of preventing or limiting losses and the section of the most economical method of insurance or other means.

Policy

I. After identification of loss potential and development of loss prevention programs, the mitigation of the financial impact of loss, as it may occur, shall be based on the most economical method of providing funds to meet the obligations of the District and to restore its facilities and/or equipment.

II. Risk management techniques shall include:

   a. Assumption of loss

   b. Use of available government programs

   c. Purchase of insurance

   d. Any other program that will provide the District with the most economical method of financing losses

III. The purchase of insurance shall be considered when:

   a. The estimate of the cost of potential loss exceeds an amount considered as an allowable retention of risk and there are no other techniques available at a lesser cost

   b. Services of loss adjustment and loss prevention are best secured through an insured program

   c. Legal or contractual obligations require insurance

9. ~~7.~~ Periodic Review and Amendment

The Financial Policies delineated herein shall be subject to review and revision by the District at least every three (3) years. This does not preclude the District from revising specific policies included herein nor from adding policies should the District determine that the best interest of the public and/or NCRTD would be served by making such a revision.

Amendments or revision to these financial policies may be initiated or proposed by any member of the District Board or by the Executive Director of the NCRTD.
Proposed amendments or revisions to these Financial Policies shall be first presented to and reviewed by the Board's Finance and Consolidation Subcommittee. The Subcommittee shall make a recommendation on any proposed amendment or revision to the District Board.

The District Board must approve any amendment or revision by majority vote before said amendment or revision shall become official policy of the NCRTD.

10. ~~8.~~ Management Reporting Requirements

The Executive Director will provide the District Board with an annual report on the Districts actual versus budget performance at the end of the fiscal year once the books have closed.

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: November 4, 2016

Agenda Item - J

Title: Investment of District Funds Summary

Prepared By: Troy Bingham, Finance Director

Background: The NCRTD establishes investments throughout various FDIC insured institutions in the District's service area. The investment portfolio has decreased from $8,218,425 in the 4th quarter of FY2016 to $7,940,897 in the 1st quarter of FY2017. This decrease in investment solely attributed to fluctuation of the checking account from $1,925,504 at year end to $1,381,409 at the end of 1st quarter in FY2017.

In June, the Board voted to change the investment policy to allowed for brokered CDs. The District has added another 4 brokered CD's to the portfolio this quarter with the help of LANB. As of June, the investment portfolio is under preforming the one-year Treasury Certificate. Having access to broker CD market should increase our rate of return over time, but New Mexico bank rates seem to be stagnant, so it could still take time to reflect in the rate of return of the overall investment portfolio.

Summary:

- As of September 30, 2016, the total investment exclusive of interest revenue was $7,933,129.
- Total earnings from interest total $7,768 since the start of the fiscal year.
- The average rate of return is .46%.
- The highest earned income is 1.00% with Guadalupe CU (12-month term) earning the District a total of $621.21 in interest this fiscal year.
- The current quarter from July through September of 2016 earned a total of $7,768 in interest.

The District investment strategy is passive. Given this strategy, NCRTD has determined the market yields are being achieved by comparing the average District portfolio yield to the U.S.

Treasury Bill. As of September 30, 2016, the six-month treasury was 0.432% and the one-year treasury rates was .705%, the District is averaging a rate of return at .46% with an average length of maturity of about 7.6 months.

	Amount Invested YTD		Earnings		% of portfolio
Checking Account	$	1,381,621	211.95		17%
LGIP	$	346,279	542.70		4%
LPL - Treasury Security	$	1,240,624	623.59	*	16%
12 month CD	$	4,972,375	6,390.08		63%
Total	**$**	**7,940,897.34**	**7,768.32**		

Recommended Action:

It is recommended that the Board of Directors discuss and review the information presented in relation to the Investment Portfolio Report and move to accept as presented.

Options/Alternatives:

1. Take no action; or
2. Endorse the Quarterly Investment report (recommended).

Fiscal Impact:

None

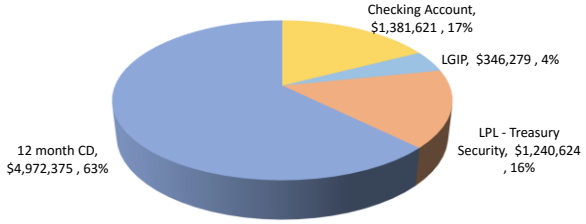
Attachments:

Investment Portfolio Report as of September 30, 2016

North Central Regional Transit District
Certificate of Deposit Report
30-Sep-16

	Date opened	Term / months	Expiration Date	Rate	Amount invested	Earnings 7-1-2015 thru 9-30-2015	Earnings 10-1-2015 thru 12-31-2015	Earnings 1-1-16 thru 3-31-16	Earnings 4-1-16 thru 6-30-16	YTD Total Earnings		Investment Balance	
12 months													
Los Alamos National Bank	7/4/2014	12	7/4/2016	0.40%	-	79.90				79.90		79.90	41
Everbank Jacksonville, FL	7/14/2016	12	7/14/2017	**0.75%**	245,000.00	397.70				397.70		245,397.70	
First National Bank of Santa Fe	8/26/2015	**11**	7/28/2017	**1.00%**	245,996.78	317.76				317.76	*	246,314.54	
Los Alamos National Bank	8/3/2014	12	8/3/2016	0.40%	-	165.35				165.35		165.35	42
Santander Bank	8/10/2016	12	8/10/2017	**0.80%**	245,000.00	279.23				279.23		245,279.23	
Ally Bank Midvale, UT	8/25/2016	12	8/25/2017	**0.75%**	245,000.00	186.26				186.26		245,186.26	
US Eagle FCU	8/26/2015	12	8/26/2017	0.50%	246,570.57	405.64				405.64		246,976.21	
Los Alamos National Bank	9/2/2014	12	9/2/2016	0.40%	-	250.81				250.81		250.81	44
SAFRA National Bank New York	9/16/2016	12	9/15/2017	**0.80%**	245,000.00	80.55				80.55		245,080.55	
Los Alamos National Bank	10/2/2014	12	10/2/2016	0.40%	252,110.15	250.84				250.84		252,360.99	43
Sandia Area Credit Union	10/29/2015	12	10/29/2016	0.55%	245,905.48	339.25				339.25		246,244.73	
Los Alamos National Bank	11/1/2014	12	11/1/2016	0.40%	252,086.52	333.57				333.57		252,420.09	45
Guadalupe CU	11/28/2015	12	11/28/2016	**1.00%**	246,258.11	621.21				621.21		246,879.32	
Los Alamos National Bank	12/1/2014	12	12/1/2016	0.40%	252,159.15	333.66				333.66		252,492.81	46
Los Alamos National Bank	12/31/2014	12	12/31/2016	0.40%	252,228.80	250.98				250.98		252,479.78	47
Los Alamos National Bank	1/30/2016	12	1/30/2017	0.40%	252,332.71	251.07				251.07		252,583.78	48
Washington Federal Bank	2/27/2015	12	2/27/2017	0.40%	246,042.61	278.47				278.47		246,321.08	
State Employees Credit Union	2/28/2015	12	2/28/2017	0.55%	246,327.40	340.48				340.48		246,667.88	
Los Alamos National Bank	3/6/2016	12	3/6/2017	0.40%	251,137.50	253.33				253.33		251,390.83	49
Los Alamos National Bank	3/14/2016	12	3/14/2017	0.40%	251,043.64	250.03				250.03		251,293.67	51
Los Alamos National Bank	4/14/2016	12	4/14/2017	0.40%	250,451.01	249.43				249.43		250,700.44	231
Los Alamos National Bank	5/15/2016	12	5/15/2017	0.40%	250,334.07					-		250,334.07	631
Beal Bank	6/21/2016	12	6/22/2017	**0.70%**	245,000.00	474.56				474.56		245,474.56	
	12 Month/Total		***Average rate***	**0.55%**	**$ 4,965,984.50**	**6,390.08**	-	-	-	**$ 6,390.08**		**$ 4,972,374.58**	
Short Term Investment													
Checking Account - LANB				0.10%	1,381,408.65	211.95				211.95		1,381,620.60	
LGIP				0.40%	345,735.87	542.70				542.70		346,278.57	
LPL - Treasury Security	11/24/2015	12	11/24/2016	0.71%	750,000.00	466.12				466.12	*	750,466.12	
LPL - Treasury Security	11/24/2015	9	8/8/2016	0.60%	-	155.38				155.38	*	155.38	
LPL - Money Market				0.10%	490,000.00	2.09				2.09		490,002.09	
	Short Term		***Average rate***	**0.38%**	***$ 2,967,144.52***	**1,378.24**	-	-	-	**1,378.24**		**2,968,522.76**	
					7,933,129.02	**7,768.32**	-	-	-	**7,768.32**		**7,940,897.34**	

Investment Portfolio by Duration



		Amount Invested YTD	Earnings		% of portfolio
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LPL - Treasury Security	$	1,240,624	623.59	*	16%
12 month CD	$	4,972,375	6,390.08		63%
Total	**$**	**7,940,897.34**	**7,768.32**		

Average Rate of Return	0.46%
Average Length of Maturity (months)	7.6
Approximate Treasury Security Return for 7.6 months	0.60%

*Amount constitutes an estimate and has not been received by NCRTD until treasury matures

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: November 4, 2016

Agenda Item - K

Title: FY2016 Year-End Financial Summary Report

Prepared By: Troy Bingham, Finance Director

Summary: At mid-year, the NCRTD anticipated a modest surplus in Gross Receipt Tax (GRT) revenue and expenditures to perform as budgeted. The intent of this review to apprise the Board of the results for the fiscal year in relation to actual budgetary performance before preparations of the FY2018 Budget are commenced. The North Central Regional Transit District (NCRTD) has completed its FY2016 Audit of 12 months of financial activity ending June 30, 2016. The standard for expenses and revenue is at 100% of the budget for FY16.

Revenue:

NCRTD is reporting year-to-date actuals for expenditures and revenues as of June 30, 2016. The District had anticipated a total deficit in federal revenues of -$ 401,955 during the mid-year review related to slow capital project expenditures on grants leading to slow reimbursement by the grants. The year to date year ending actual federal revenue deficit was -$ 859,749, as a result the District revenues deficit was similar to the prior year estimation.

Gross Receipt Tax (GRT):

This revenue surplus was mainly due to conservative estimates for GRT during the FY2016 budget preparation. The actual revenues at the time of projection were less than ideal indicators of future performance but were the best information available in December 2015. By December 2015, all four counties were above their GRT estimates so a surplus was projected for overall GRT revenues in the amount of $ 471,971. At year end the total surplus was $629,265, a difference of $157,294.

The following counties projected GRT as compared to actuals were as follows:

- Santa Fe County – anticipated increase was +3% or $133,941, the actual increase was $181,779 or +4%, which was $47,838 higher than projected. Per our contractual commitment with Santa Fe County and with the Rio Metro RTD, 50% of these funds are dispersed to support the operation of the Rail Runner.

- Taos County – anticipated increase was +9% or $131,568, the actual increase was $206,467 or +25%, which was $74,899 higher than projected.
- Los Alamos County – anticipated increase was +10% or $ 190,852, the actual increase was $356,242 or +29%, which was $165,390 higher than projected.
- Rio Arriba County – anticipated increase was +3% or $15,611, the actual increase was $25,666 or +5%, which was $10,055 higher than projected.

Miscellaneous Revenues:
NCRTD received $161,238 in proceeds from transit fares, bank interest, insurance proceeds, and proceeds from sales activities. Total projected revenue was $443,296.

Expenditures:

The NCRTD has recorded all the expenditures year-to-date as of June 30, 2016. NCRTD reports monthly to the Board on expenditures trends and causal relationships.

The breakdown of expenditure savings vs. budget are as follows:

- Attrition savings from open positions was a salary and benefit savings of $635,766
- Vehicle Maintenance overage of $52,105 was covered by the fuel savings of $161,107 in the same department
- RTD Partner payments paid to Rio Metro-Rail Runner were higher than budgeted due to our contractual arrangement of sharing 50% the Santa Fe County Transit GRT revenue surplus or an additional $140,889 for the year
- Capital Outlay was projected to have budget savings of $727,148, the actual savings $969,456 due to stalled capital projects and unused capital replacement items in the budget. The actual amount spent for the year $1,588,962.

The total projected savings from expenditure was $1,734,020 and the actual savings came in at $1,737,044 a difference of $3,024 more in overall savings.

Overall Summary:
Overall revenues were less than budgeted and expenditures were less than budgeted. The actual revenues of $11,684,148 (less Non-Cash Transactions of $591,109) exceeded expenditures of $10,961,499 by $722,649 for FY2016.

Background: The Adopted Financial Policies require that the Executive Director provide the District Board with an annual report on the District's actual versus budget performance at the end of the fiscal year once the books have closed. This Year-end budget review is prepared in compliance with that requirement.

Recommended Action: At the Finance Subcommittee Meeting held on October 28, 2016, the Committee moved to unanimously recommend the item to the Board of Directors for further discussion.

Options/Alternatives: Presentation and discussion only

Fiscal Impact: See financial summary

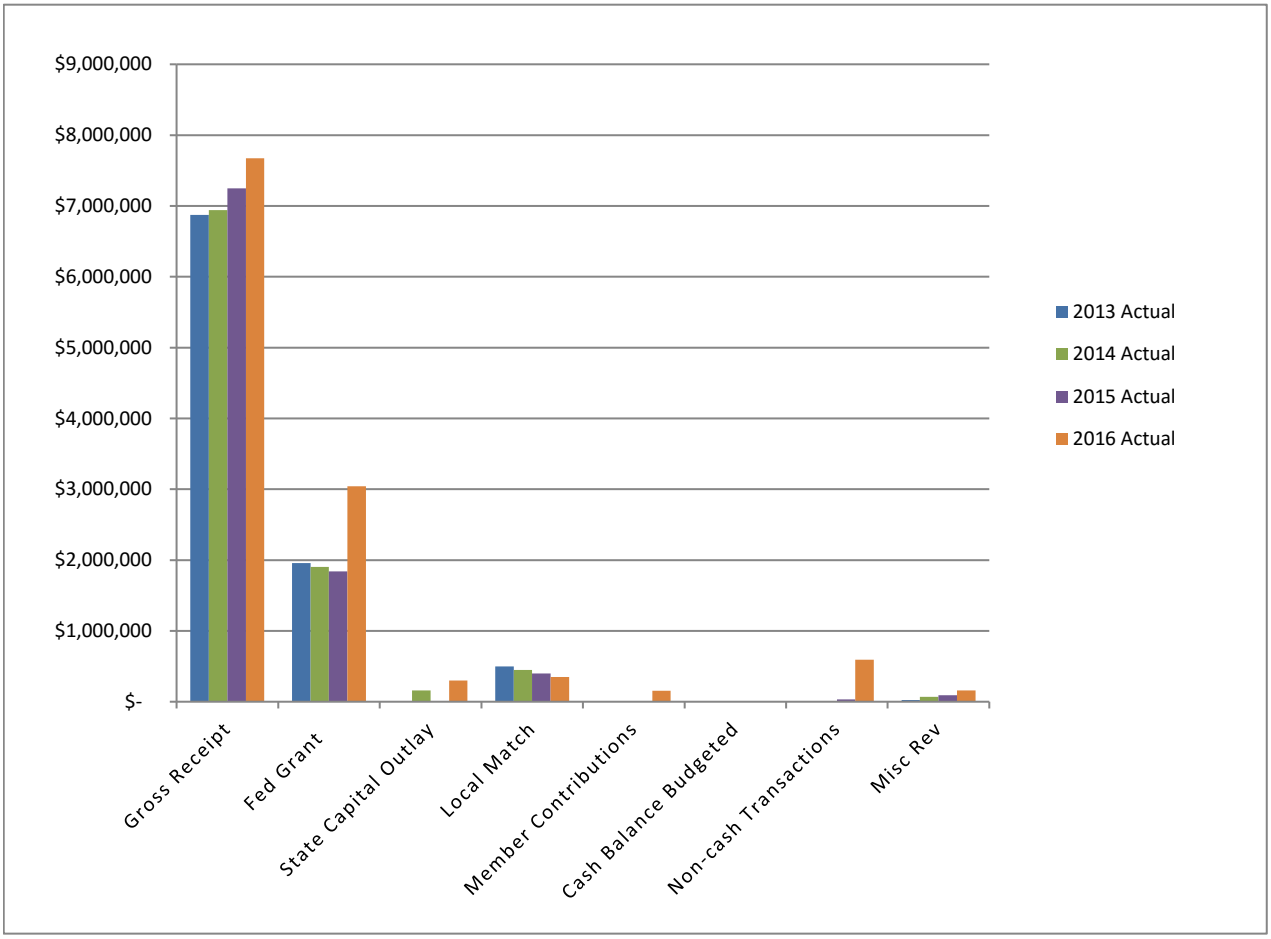
Attachments:
- FY2016 Year-end Review Charts-Data

Year-end Budget Review

FY2016 (July 1, 2015 to June 30, 2016)

NCRTD Revenue by Sources

As of October 18, 2016 (End of Audit Fieldwork)

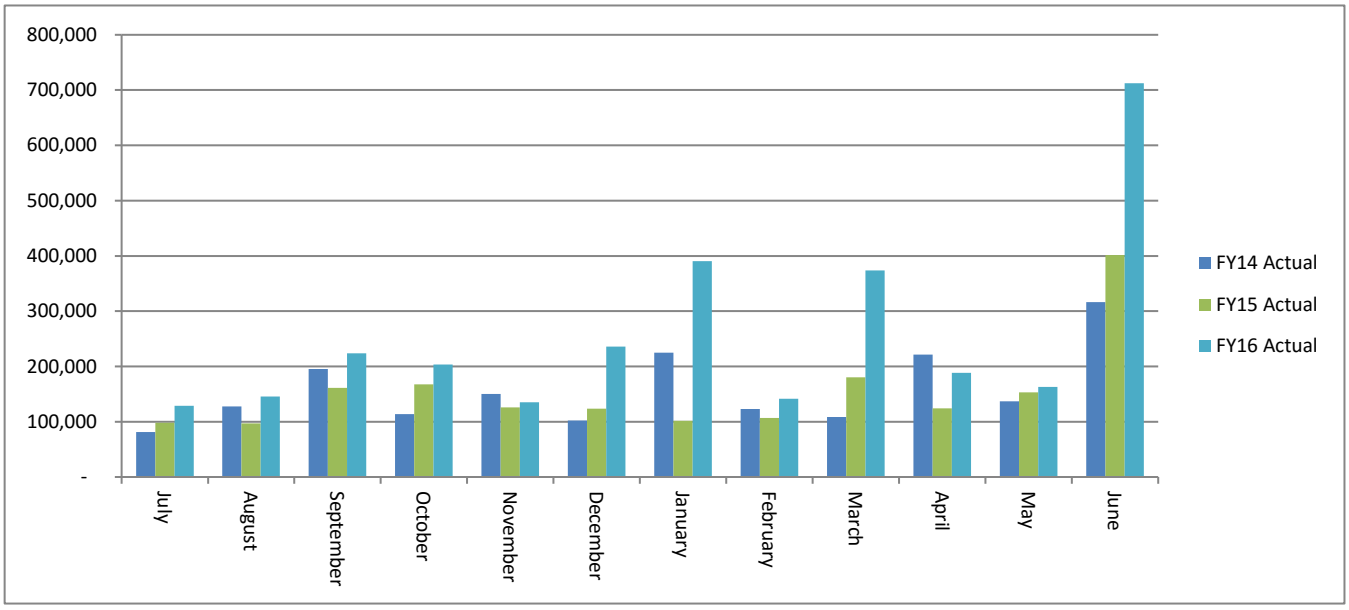


	2013 Actual	2014 Actual	2015 Actual	2016 Budget	2016 Projected	2016 Actual	% of Actual vs budget
Gross Receipt	$ 6,871,271	$ 6,941,122	$ 7,246,641	$ 6,903,500	$ 7,375,471	$ 7,673,654	111.2%
Fed Grant	$ 1,957,128	$ 1,902,036	$ 1,840,120	$ 3,901,539	$ 3,499,584	$ 3,041,790	78.0%
State Capital Outlay	$ -	$ 161,188	$ -	$ 301,312	$ 301,312	$ 301,312	100.0%
Local Match	$ 500,000	$ 450,000	$ 400,000	$ 365,000	$ 350,000	$ 350,000	95.9%
Member Contributions				$ 80,344	$ 156,154	$ 156,154	194.4%
Cash Balance Budgeted	$ -	$ -	$ -	$ 703,552	$ -	$ -	0.0%
Non-cash Transactions			$ 33,600	$ -	$ -	$ 591,109	
Misc Rev	$ 24,312	$ 67,725	$ 92,909	$ 443,296	$ 105,036	$ 161,238	36.4%
	$ 9,352,711	$ 9,522,071	$ 9,613,270	$ 12,698,543	$ 11,787,557	$ 12,275,257	96.7%

Year-end Budget Review

FY2016 (July 1, 2015 to June 30, 2016)

Grant Revenue



	FY14 Actual	FY15 Actual	FY16 Budget	FY16 Projected	FY16 Actual	Actual Revenue % of Monthly Budget
July	81,096	98,062	244,799	128,685	128,685	53%
August	127,744	96,946	244,799	145,446	145,446	59%
September	195,614	160,962	244,799	223,878	223,878	91%
October	113,711	167,516	338,571	203,353	203,353	60%
November	150,353	126,083	338,571	134,896	134,896	40%
December	102,402	123,492	338,571	380,475	235,833	70%
January	224,669	101,591	338,571	380,475	390,639	115%
February	123,056	106,716	338,571	380,475	141,554	42%
March	108,529	180,156	338,571	380,475	373,815	110%
April	221,326	124,015	338,571	380,475	188,166	56%
May	137,177	153,332	338,571	380,475	162,963	48%
June	316,361	401,249	458,574	380,475	712,562	155%
	1,902,036	1,840,120	3,901,539	3,499,583	3,041,790	78%

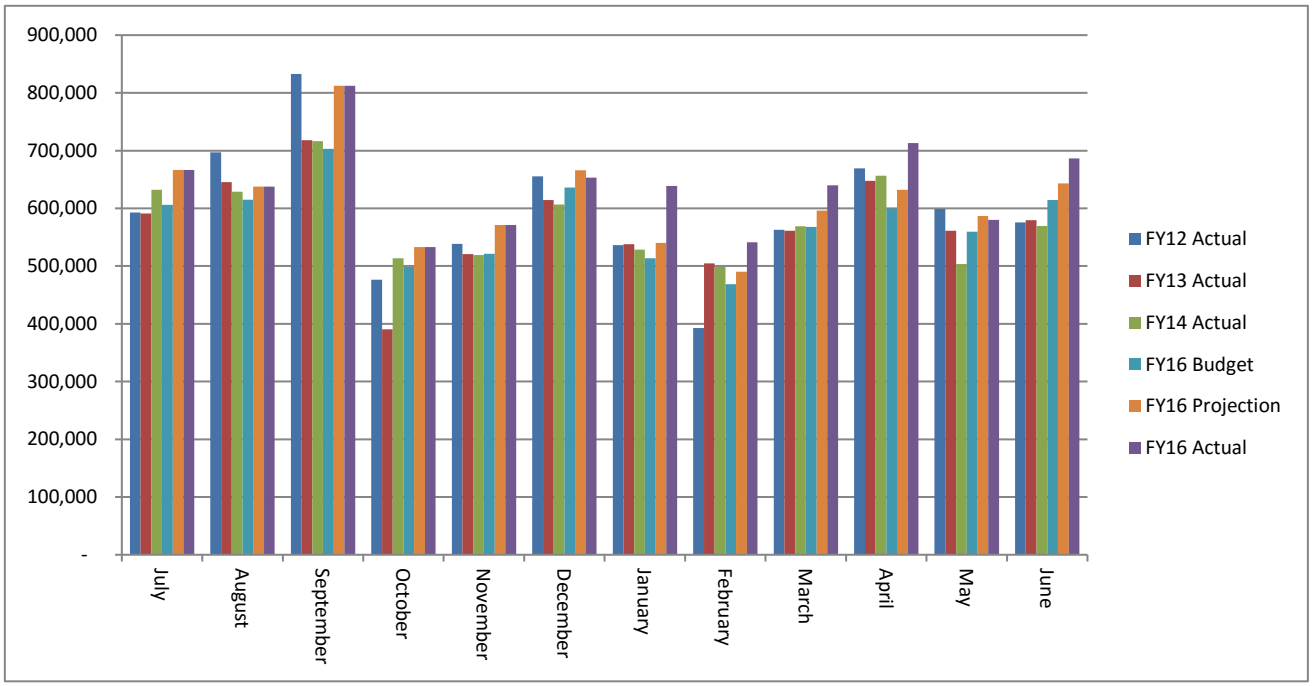
Federal revenues that were not received relate to our multiple TAP construction phases, tribal transit funds from the Pueblo of Santa Clara, and the consolidation study

Year-end Budget Review

FY2016 (July 1, 2015 to June 30, 2016)

Gross Receipts Revenue

As of October 18, 2016 (End of Audit Fieldwork)



Month of Activity	FY12 Actual	FY13 Actual	FY14 Actual	FY15 Actual	FY16 Budget	FY16 Projection	FY16 Actual	Actual Revenue % of Monthly Budget
July	592,835	590,847	631,877	640,624	606,288	666,453	666,453	110%
August	696,792	645,616	628,640	586,498	614,947	637,587	637,587	104%
September	832,940	717,978	716,096	711,748	702,810	812,130	812,130	116%
October	476,325	390,334	513,319	524,100	498,800	532,939	532,939	107%
November	538,683	520,528	518,926	524,404	521,260	571,419	571,419	110%
December	655,468	614,240	606,606	658,102	636,126	666,195	653,420	103%
January	536,416	537,863	528,397	557,753	513,770	539,846	638,952	124%
February	392,583	504,470	498,296	442,098	468,496	490,455	541,493	116%
March	562,713	561,238	569,093	568,670	568,012	596,115	640,114	113%
April	669,266	647,379	656,754	725,955	599,241	632,001	712,795	119%
May	598,734	561,423	503,533	602,505	559,422	586,928	579,985	104%
June	575,421	579,356	569,584	704,185	614,328	643,404	686,367	112%
	7,128,176	6,871,271	6,941,122	7,246,641	6,903,500	7,375,472	7,673,654	111%

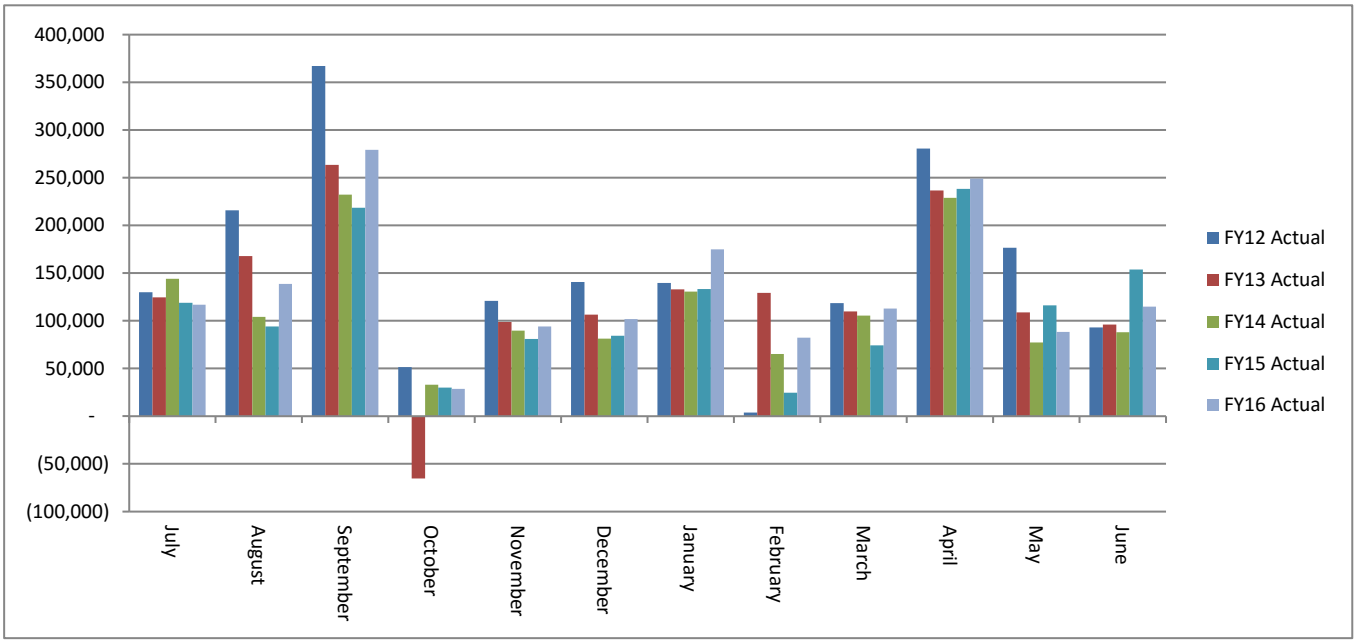
The projected overall revenue surplus for FY2015 GRT was anticipated to be $92,441. The actual revenue surplus was $437,541 of which $96,109 was obligated to RailRunner, so NCRTD retained $341,432 as a fund balance contribution for FY2015.

Year-end Budget Review

FY2016 (July 1, 2015 to June 30, 2016)

Gross Receipts Revenue By County

LOS ALAMOS COUNTY



Month of Activity	FY12 Actual	FY13 Actual	FY14 Actual	FY15 Actual	FY16 Budget	FY16 Projected	FY16 Actual	Actual Revenue % of Monthly Budget
July	130,018	124,560	144,054	118,858	106,697	116,870	116,870	110%
August	215,861	167,973	104,260	94,019	108,045	138,688	138,688	128%
September	367,025	263,631	232,251	218,509	212,660	279,213	279,213	131%
October	51,498	(65,391)	33,137	29,878	24,500	28,496	28,496	116%
November	120,772	98,601	89,812	81,023	83,423	93,942	93,942	113%
December	140,847	106,557	81,243	84,289	82,075	90,283	101,662	124%
January	139,742	132,835	130,526	133,450	100,450	110,495	174,873	174%
February	3,770	129,189	65,134	24,478	59,045	64,950	82,322	139%
March	118,403	109,903	105,475	74,183	95,550	105,105	112,842	118%
April	280,600	236,761	229,085	238,319	161,455	177,601	248,959	154%
May	176,478	108,859	77,439	116,229	101,185	111,304	88,475	87%
June	93,134	95,990	88,084	153,897	89,915	98,905	114,900	128%
	1,838,146	1,509,468	1,380,501	1,367,132	1,225,000	1,415,852	1,581,242	129%

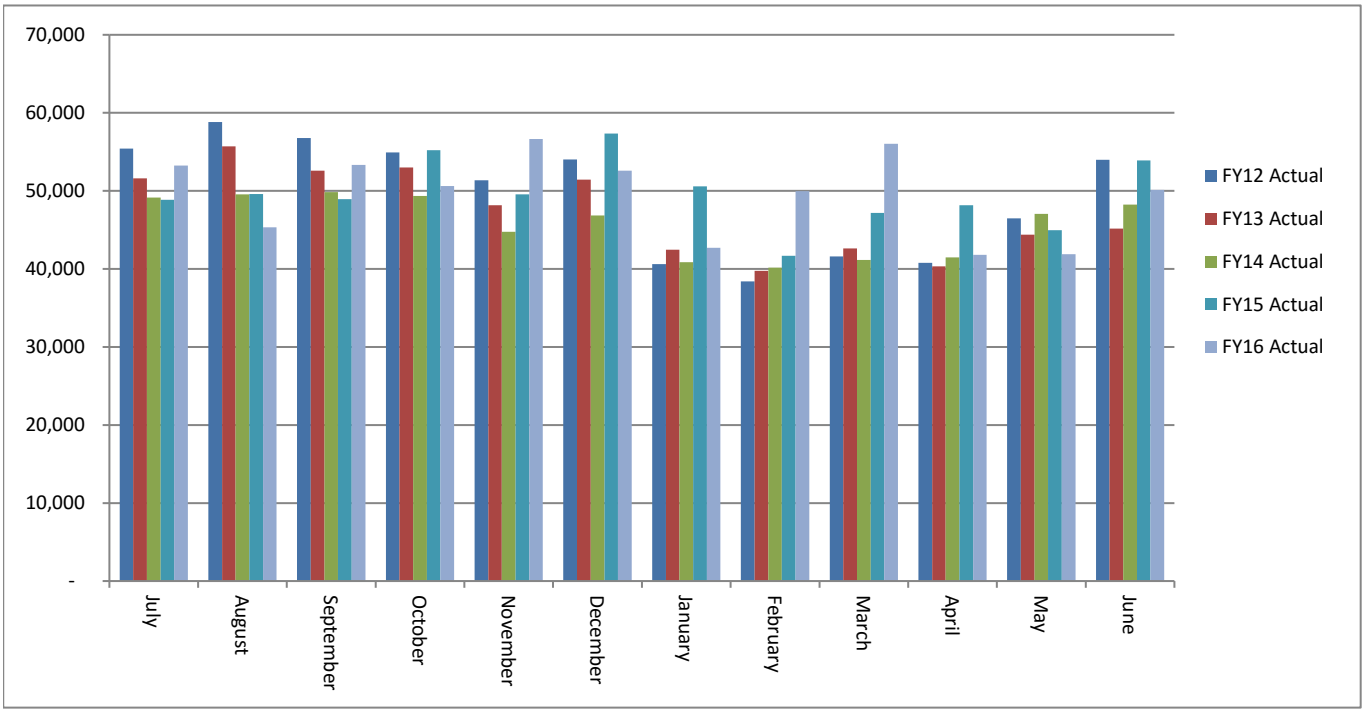
The revenues for the remainder of the fiscal year were projected to be 10% below budget due to low actuals for the first 4 months of FY2015. Actuals ended the fiscal year 6% greater than budgeted because early months were not good predictors of eventual spending in Los Alamos County. Overall GRT revenues have declined since FY2012, so the District should remain conservative on its predictions for the upcoming budget.

Year-end Budget Review

FY2016 (July 1, 2015 to June 30, 2016)

Gross Receipts Revenue By County

RIO ARRIBA COUNTY



Month of Activity	FY12 Actual	FY13 Actual	FY14 Actual	FY15 Actual	FY16 Budget	FY16 Projection	FY16 Actual	Actual Revenue % of Monthly Budget
July	55,408	51,622	49,128	48,852	51,108	53,233	53,233	104%
August	58,814	55,703	49,535	49,585	52,473	45,322	45,322	86%
September	56,781	52,600	49,857	48,926	51,506	53,311	53,311	104%
October	54,911	53,009	49,363	55,224	51,790	50,632	50,632	98%
November	51,363	48,144	44,753	49,545	46,105	56,629	56,629	123%
December	54,028	51,452	46,846	57,339	52,643	54,222	52,583	100%
January	40,611	42,472	40,853	50,584	42,353	43,624	42,699	101%
February	38,417	39,752	40,153	41,671	38,715	39,876	49,951	129%
March	41,602	42,612	41,156	47,158	43,092	44,385	56,037	130%
April	40,766	40,315	41,493	48,159	42,240	43,507	41,784	99%
May	46,478	44,368	47,047	44,952	44,968	46,317	41,869	93%
June	53,981	45,151	48,230	53,912	51,507	53,053	50,116	97%
	593,160	567,199	548,414	595,907	568,500	584,111	594,166	105%

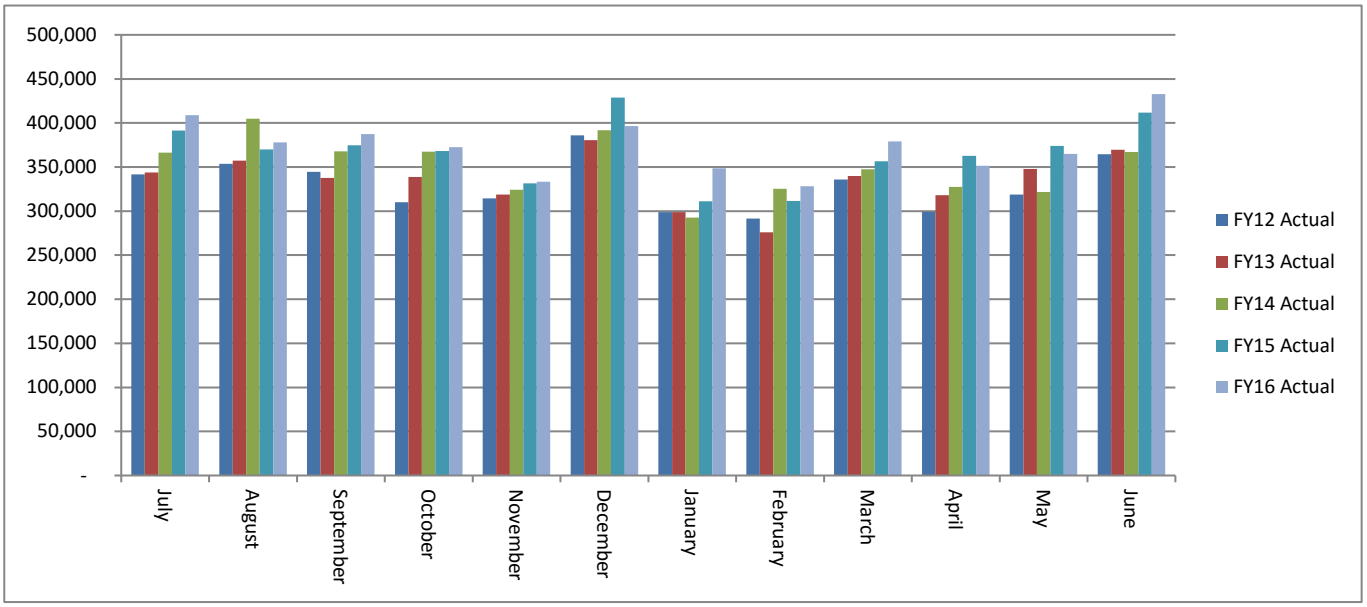
The revenues for the remainder of the fiscal year were projected at 100% of the budget or to have revenue surplus of $1,594 by the end of FY15. The actual revenue surplus was 10% and GRT looks to have rebounded to FY2012 levels.

Year-end Budget Review

FY2016 (July 1, 2015 to June 30, 2016)

Gross Receipts Revenue By County

SANTA FE COUNTY



** Note - One-half of the SF County GRT is allocated to Rio Metro

Month of Activity	FY12 Actual	FY13 Actual	FY14 Actual	FY15 Actual	FY16 Budget	FY16 Projection	FY16 Actual	Actual Revenue % of Monthly Budget
July	341,717	343,976	366,256	391,422	374,530	408,793	408,793	109%
August	353,581	357,202	404,993	369,825	384,850	378,033	378,033	98%
September	344,672	337,614	367,698	374,721	371,090	387,492	387,492	104%
October	310,170	338,872	367,580	368,292	356,900	372,493	372,493	104%
November	314,413	318,969	324,305	331,342	333,250	333,369	333,369	100%
December	385,881	380,531	391,697	428,710	414,090	426,513	396,434	96%
January	298,696	298,821	292,787	311,127	310,460	319,774	348,564	112%
February	291,582	276,041	325,160	311,675	307,880	317,116	328,223	107%
March	336,024	339,972	347,639	356,373	356,470	367,164	379,151	106%
April	299,091	318,123	327,435	362,789	337,550	347,677	351,580	104%
May	318,839	347,884	321,582	374,109	352,600	363,178	364,845	103%
June	364,705	369,615	367,223	411,834	400,330	412,339	432,802	108%
	3,959,371	4,027,622	4,204,356	4,392,219	4,300,000	4,433,941	4,481,779	104%

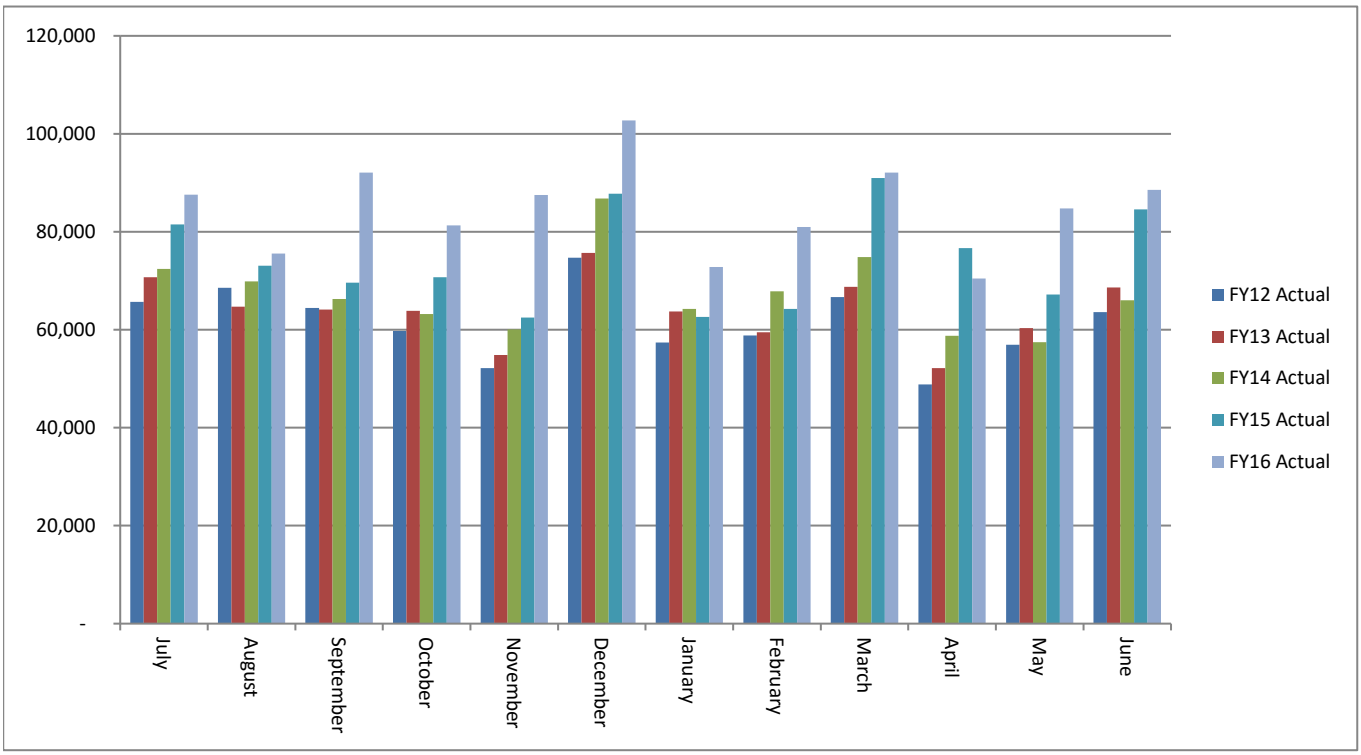
The revenues were projected to be 3.5% above the budget for FY15, which would translate into a revenue surplus of $156,761. The actual revenue surplus was 5% above budget which translates to a $192,219 revenue surplus in which NCRTD retains half due to its contractual obligations to the RailRunner

Year-end Budget Review

FY2016 (July 1, 2015 to June 30, 2016)

Gross Receipts Revenue By County

TAOS COUNTY



Month of Activity	FY12 Actual	FY13 Actual	FY14 Actual	FY15 Actual	FY16 Budget	FY16 Projection	FY16 Actual	Actual Revenue % of Monthly Budget
July	65,693	70,690	72,438	$ 81,492	$ 73,953	$ 87,557	$ 87,557	118%
August	68,537	64,738	69,852	$ 73,069	$ 69,579	$ 75,544	$ 75,544	109%
September	64,462	64,133	66,290	$ 69,591	$ 67,554	$ 92,114	$ 92,114	136%
October	59,745	63,843	63,238	$ 70,706	$ 65,610	$ 81,318	$ 81,318	124%
November	52,134	54,813	60,056	$ 62,494	$ 58,482	$ 87,479	$ 87,479	150%
December	74,712	75,700	86,820	$ 87,764	$ 87,318	$ 95,177	$ 102,741	118%
January	57,367	63,735	64,231	$ 62,592	$ 60,507	$ 65,953	$ 72,816	120%
February	58,815	59,488	67,849	$ 64,274	$ 62,856	$ 68,513	$ 80,997	129%
March	66,684	68,751	74,823	$ 90,956	$ 72,900	$ 79,461	$ 92,084	126%
April	48,810	52,180	58,741	$ 76,688	$ 57,996	$ 63,216	$ 70,472	122%
May	56,939	60,312	57,466	$ 67,215	$ 60,669	$ 66,129	$ 84,796	140%
June	63,601	68,600	66,048	$ 84,542	$ 72,576	$ 79,107	$ 88,549	122%
	737,499	766,981	807,850	$ 891,383	$ 810,000	$ 941,568	$ 1,016,467	125%

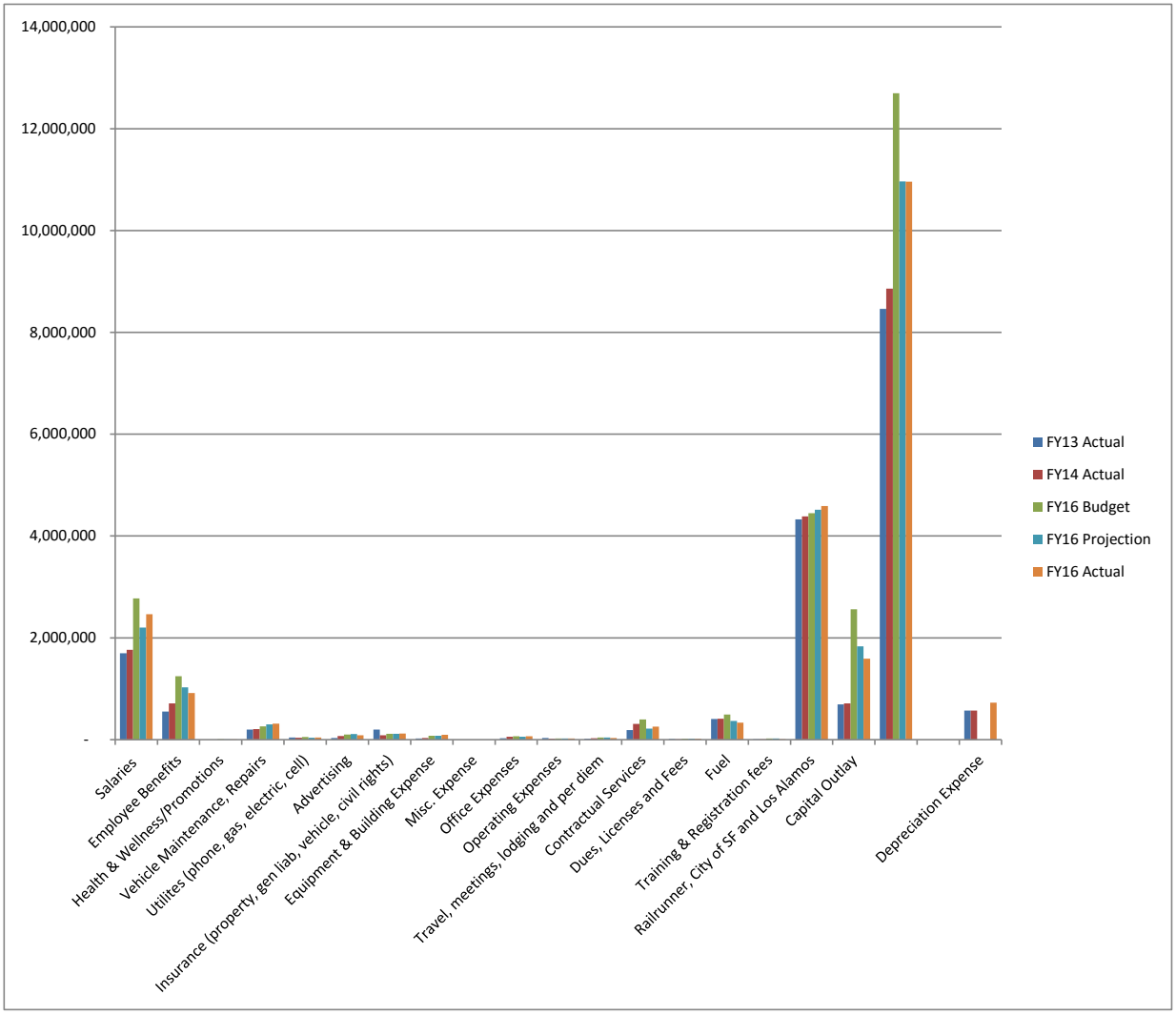
The revenues were projected to be 8% above the budget for FY15, which would translate into a revenue surplus of $68,533. The actual revenue surplus was 16% above budget which translates to a $119,883 revenue surplus. Actuals for the last four years have seen steady increases which should be accounted for in the FY2017 budget, if FY2016 continues the same pattern.

Year-end Budget Review

FY2016 (July 1, 2015 to June 30, 2016)

NCRTD Expenses by Type

As of October 18, 2016 (End of Audit Fieldwork)



	FY13 Actual	FY14 Actual	FY15 Actual	FY16 Budget	FY16 Projection	FY16 Actual	Difference
Salaries	1,699,079	1,764,308	1,800,202	2,773,718	2,199,516	2,465,780	307,938
Employee Benefits	550,997	709,864	810,898	1,245,195	1,028,444	917,367	327,828
Health & Wellness/Promotions	-	-	2,555	7,500	1,506	3,676	3,824
Vehicle Maintenance, Repairs	198,587	209,603	306,401	260,700	300,786	312,805	(52,105)
Utilites (phone, gas, electric, cell)	41,118	36,053	35,973	51,751	37,966	44,412	7,339
Advertising	35,137	70,706	83,882	100,842	110,930	87,290	13,552
Insurance (property, gen liab, vehicle, civil rights)	196,836	87,589	102,076	115,196	115,196	119,953	(4,757)
Equipment & Building Expense	24,986	31,124	31,203	76,735	76,735	95,066	(18,331)
Misc. Expense	-	-	116	-	-	-	-
Office Expenses	27,427	59,286	50,928	67,163	59,414	68,195	(1,032)
Operating Expenses	35,014	19,948	22,562	23,820	25,362	20,744	3,076
Travel, meetings, lodging and per diem	17,789	29,654	34,222	41,245	41,245	32,726	8,519
Contractual Services	186,358	311,414	245,445	396,603	217,088	253,903	142,700
Dues, Licenses and Fees	12,263	8,597	15,961	15,765	15,765	20,155	(4,390)
Fuel	406,653	410,199	352,857	495,903	368,340	334,796	161,107
Training & Registration fees	6,645	9,024	9,087	20,799	20,799	7,590	13,209
Railrunner, City of SF and Los Alamos	4,327,824	4,387,272	4,511,203	4,447,190	4,514,161	4,588,079	(140,889)
Capital Outlay	692,793	713,439	480,734	2,558,418	1,831,270	1,588,962	969,456
	8,459,506	8,858,080	8,896,305	12,698,543	10,964,523	10,961,499	1,737,044
Depreciation Expense	571,596	570,321	878,263			727,836	1,830,582
	8,338,309	8,714,962	9,293,834	10,140,125	9,133,253	10,100,373	2,598,170

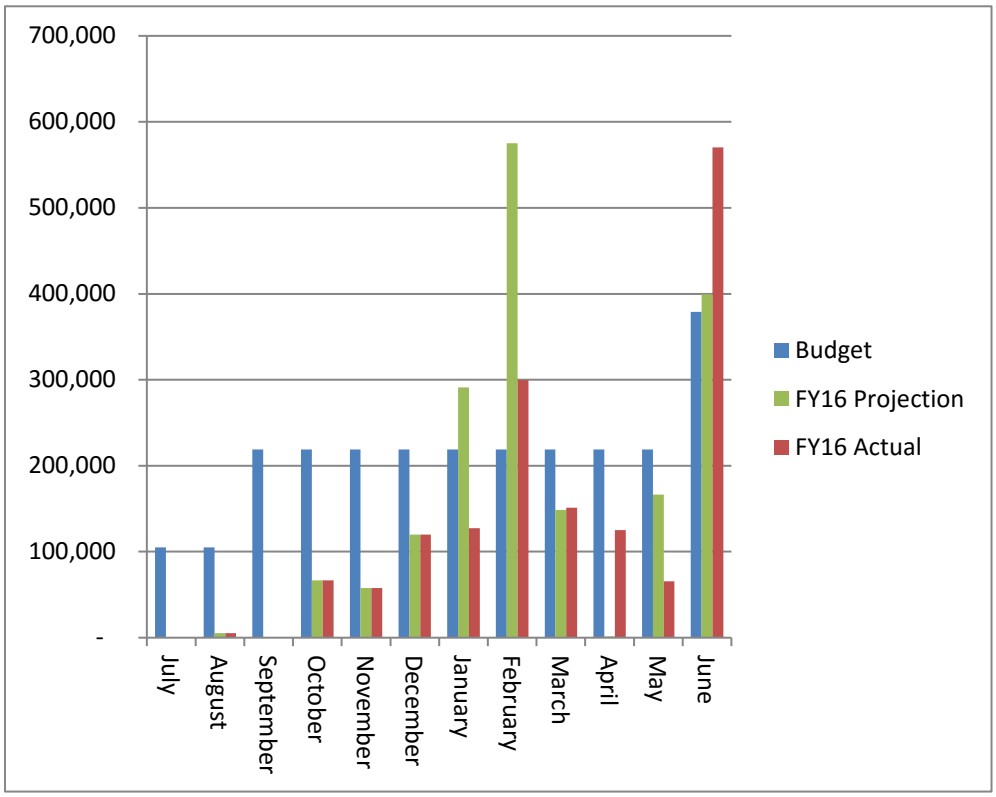
*The NCRTD has a budget surplus at the end of the year in expenditures in the amount of $1,122,302. The deficit in the Non-RTD expenditures of $96,109 is offset from the additional revenue that comes in from Santa Fe County. Regardless of what NCRTD budgets for RailRunner, the agreement is that half of GRT revenue automatically goes to the Rail Runner.

Year-end Budget Review

FY2016 (July 1, 2015 to June 30, 2016)

Capital Expense Summary

As of October 18, 2016 (End of Audit Fieldwork)



	Budget	FY16 Projection	FY16 Actual	**Budget vs Actual**	**YTD Budget Variance**
July	104,903	-	-	104,903	0%
August	104,903	5,119	5,119	99,784	5%
September	218,851	-	-	218,851	0%
October	218,851	66,521	66,521	152,330	30%
November	218,851	57,674	57,674	161,177	26%
December	218,851	119,892	119,892	98,959	55%
January	218,851	291,003	127,493	91,358	58%
February	218,851	575,145	299,738	(80,887)	137%
March	218,851	148,711	151,205	67,646	69%
April	218,851	1,375	125,234	93,617	57%
May	218,851	166,375	65,625	153,226	30%
June	378,953	399,455	570,461	(191,508)	151%
	2,558,418	1,831,270	1,588,962	969,456	62.1%

Capital Assets purchased in FY2016 were as follows:
Avail System $123,179
Skid Steer $47,625
14-Passenger Bus $75,245
On Demand Vehicle $54,185
29-Passenger Bus from the Town of Taos $15,000
Security Cameras $5,635
Admin Vehicle $28,405
Long Range Plan $78,196
ADA Transition Plan $53,264

North Central Regional Transit District
Financial Summary
As of September 30, 2016

Summary:

The North Central Regional Transit District (NCRTD) is currently reporting the third month of FY2017 financial activity. The expenses/revenues that should be reported for the period through September 30, 2016, which represents 25% of the budget.

The GRT monthly revenue budget figures are allocated utilizing trends from the last five fiscal years (excluding FY2016 because it is not complete).

The monthly budget figures for the federal grant revenues from the charts/tables have been derived from dividing administration and operation yearly allocations using a straight-line method (1/12 increments) and allocating capital revenue allocations using a straight line method (1/4 increments) over the last 4 month of the fiscal year.

The monthly budget figures for the expenditures from the charts/tables have been derived from utilizing trends from the last three fiscal years and mirror FTA reporting categories.

Financial Highlights

Revenue:

As of September 30, 2016, total revenue of $ 1,759,731 has been recognized, which is 14.0% of budgeted revenues. NCRTD has received two months of GRT and federal revenues as of September 2016. There is a one-month lag in receiving gross receipts tax revenue (GRT) and federal funds are recognized after the funds are spent which is typically a one-month lag.

Expenditures:

As of September 30, 2016, NCRTD recognized expenditures totaling $ 1,759,731 which is 14.0% of total budgeted expenditures.

Of the $ 1,759,731 spent, $ 308,758 was in Administration, $ 1,176,568 in Operations and $ 274,405 in Capital Outlay. Administration has spent 19.7%, Operations 14.1% and Capital Outlay 10.2% of its budgets.

Other Matters:

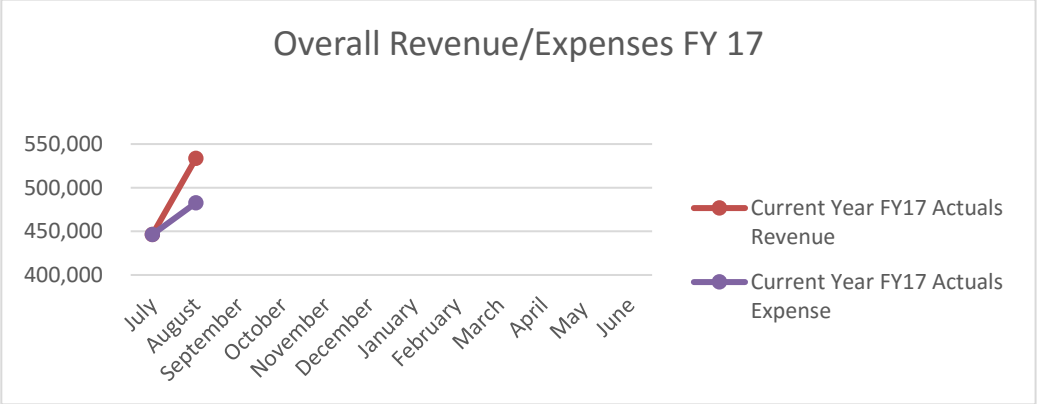
N/A

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

NCRTD Revenue and Expenses vs. Budget

As of September 30, 2016



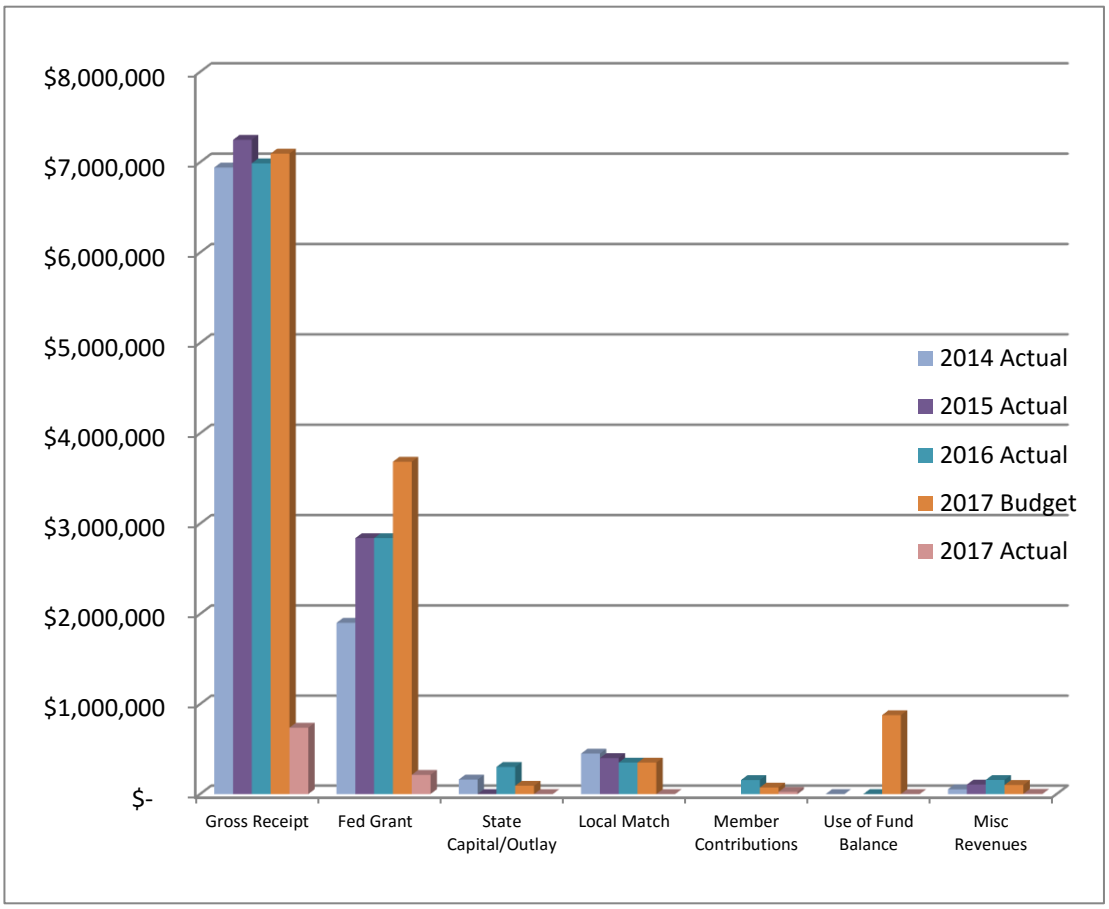
	Budget Revenue FY17	Current Year FY17 Actuals Revenue	Budget Expenses FY17	Current Year FY17 Actuals Expense
July	1,022,903	446,362	1,022,903	446,362
August	1,022,903	533,545	1,022,903	482,640
September	1,022,903		1,022,903	
October	1,022,903		1,022,903	
November	1,022,903		1,022,903	
December	1,022,903		1,022,903	
January	1,022,903		1,022,903	
February	1,022,903		1,022,903	
March	1,022,903		1,022,903	
April	1,022,903		1,022,903	
May	1,022,903		1,022,903	
June	1,022,903		1,022,903	
Totals	$ 12,274,833	$ 979,907	$ 12,274,833	$ 929,002

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

NCRTD Revenue by Sources

As of September 30, 2016



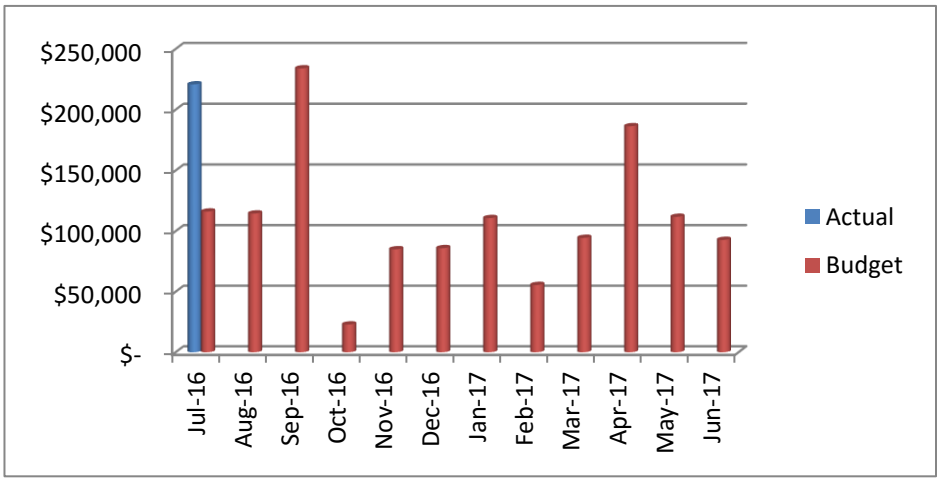
	2014 Actual	2015 Actual	2016 Actual	2017 Budget	2017 Actual	% of Actual vs budget
Gross Receipt	$ 6,941,122	$ 7,247,360	$ 6,987,287	$ 7,095,000	$ 738,095	10.4%
Fed Grant	$ 1,902,036	$ 2,839,376	$ 2,839,376	$ 3,684,876	$ 213,576	5.8%
State Capital/Outlay	$ 161,188	$ -	$ 301,312	$ 93,000	$ -	0.0%
Local Match	$ 450,000	$ 400,000	$ 350,000	$ 350,000	$ -	0.0%
Member Contributions			$ 156,154	$ 73,000	$ 25,000	34.2%
Use of Fund Balance	$ -		$ -	$ 877,457	$ -	0.0%
Misc Revenues	$ 53,637	$ 105,967	$ 157,011	$ 101,500	$ 3,236	3.2%
TOTAL	$ 9,507,983	$ 10,592,703	$ 10,791,140	$ 12,274,833	$ 979,907	8.0%

MONTHLY BOARD REPORT

FY2016 (July 1, 2015 to June 30, 2016)

Gross Receipts Revenue By County

LOS ALAMOS COUNTY



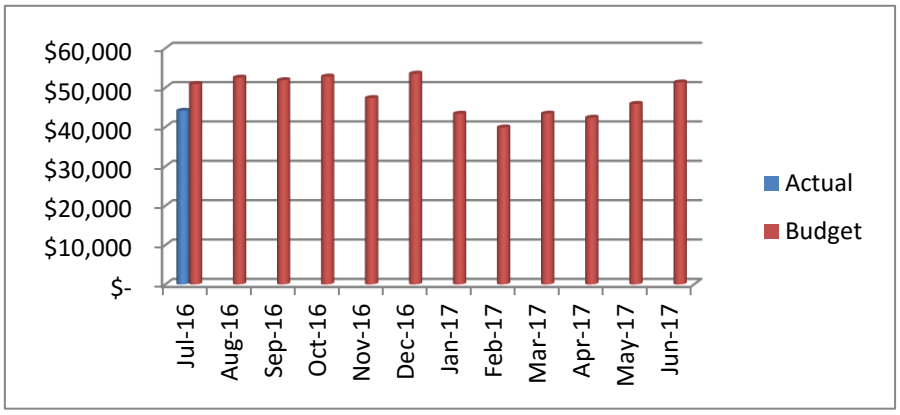
Date Received	Actual	Budget	of Monthly Budget
Jul-16	$ 220,824	$ 116,157	190%
Aug-16		$ 114,524	0%
Sep-16		$ 233,942	0%
Oct-16		$ 22,859	0%
Nov-16		$ 84,971	0%
Dec-16		$ 85,915	0%
Jan-17		$ 110,754	0%
Feb-17		$ 55,509	0%
Mar-17		$ 94,426	0%
Apr-17		$ 186,352	0%
May-17		$ 111,822	0%
Jun-17		$ 92,769	0%
YTD Total	$ 220,824	$ 1,310,000	17%

MONTHLY BOARD REPORT

FY2016 (July 1, 2015 to June 30, 2016)

Gross Receipts Revenue By County

RIO ARRIBA COUNTY



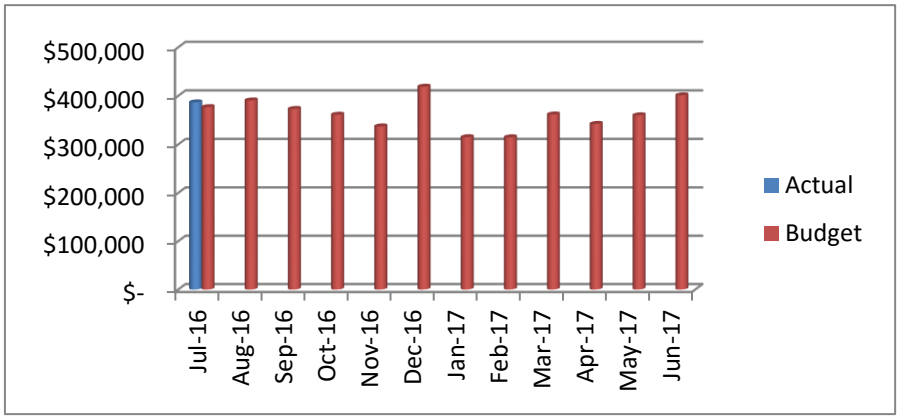
Date Received	Actual	Budget	Actual Revenue % of Monthly Budget
Jul-16	$ 44,103	$ 50,886	87%
Aug-16		$ 52,520	0%
Sep-16		$ 51,873	0%
Oct-16		$ 52,793	0%
Nov-16		$ 47,329	0%
Dec-16		$ 53,535	0%
Jan-17		$ 43,354	0%
Feb-17		$ 39,848	0%
Mar-17		$ 43,368	0%
Apr-17		$ 42,334	0%
May-17		$ 45,855	0%
Jun-17		$ 51,305	0%
YTD Total	$ 44,103	$ 575,000	8%

MONTHLY BOARD REPORT

FY2016 (July 1, 2015 to June 30, 2016)

Gross Receipts Revenue By County

SANTA FE COUNTY



Date Received	Actual	Budget	Actual Revenue % of Monthly Budget
Jul-16	$ 386,389	$ 376,620	103%
Aug-16		$ 390,366	0%
Sep-16		$ 372,915	0%
Oct-16		$ 360,981	0%
Nov-16		$ 336,965	0%
Dec-16		$ 418,706	0%
Jan-17		$ 314,671	0%
Feb-17		$ 314,505	0%
Mar-17		$ 361,487	0%
Apr-17		$ 342,066	0%
May-17		$ 359,779	0%
Jun-17		$ 400,939	0%
YTD Total	$ 386,389	$ 4,350,000	9%

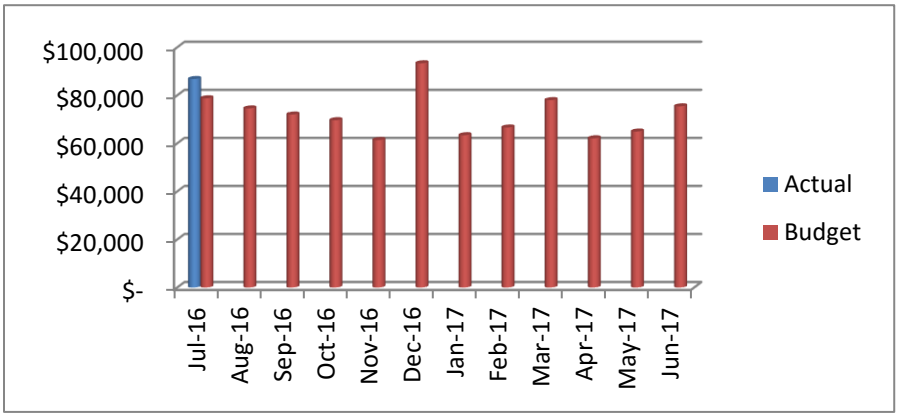
** Note one-half of the SF County GRT is allocated to Rio Metro

MONTHLY BOARD REPORT

FY2016 (July 1, 2015 to June 30, 2016)

Gross Receipts Revenue By County

TAOS COUNTY

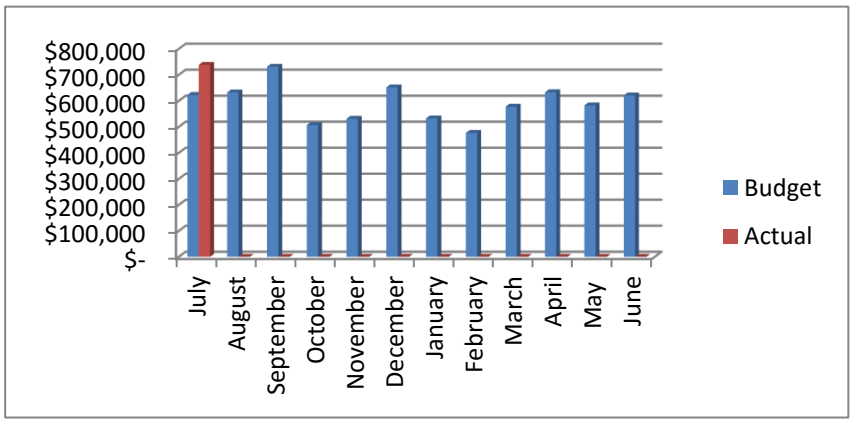


Date Received	Actual	Budget	of Monthly Budget
Jul-16	$ 86,779	$ 78,745	110%
Aug-16		$ 74,537	0%
Sep-16		$ 71,991	0%
Oct-16		$ 69,635	0%
Nov-16		$ 61,388	0%
Dec-16		$ 93,328	0%
Jan-17		$ 63,377	0%
Feb-17		$ 66,591	0%
Mar-17		$ 77,988	0%
Apr-17		$ 62,096	0%
May-17		$ 64,919	0%
Jun-17		$ 75,405	0%
YTD Total	$ 86,779	$ 860,000	10%

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

Gross Receipts Revenue



Budget to Actual FY2017

	Budget	Actual	Actual Revenue % of Monthly Budget
July	$ 622,408	$ 738,095	119%
August	$ 631,947	$ -	0%
September	$ 730,721	$ -	0%
October	$ 506,268	$ -	0%
November	$ 530,653	$ -	0%
December	$ 651,484	$ -	0%
January	$ 532,156	$ -	0%
February	$ 476,453	$ -	0%
March	$ 577,269	$ -	0%
April	$ 632,848	$ -	0%
May	$ 582,375	$ -	0%
June	$ 620,418	$ -	0%
	$ 7,095,000	**$ 738,095**	**10%**

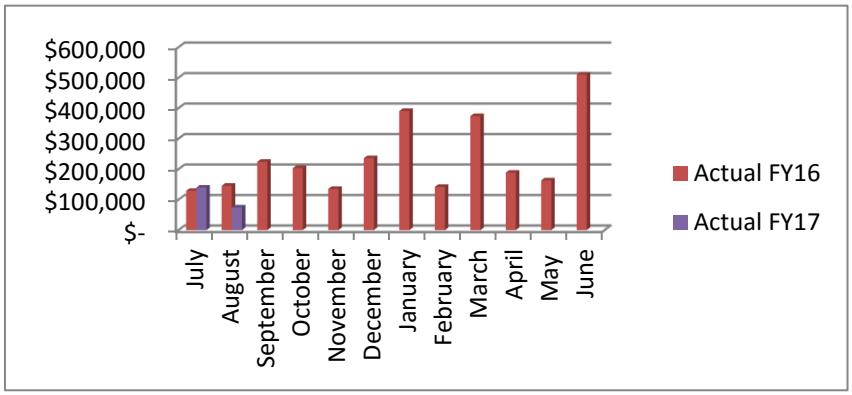
Prior Year vs. Current Year

	Prior Year FY2016	Current Year FY2016	Inc/Dec from Prior Year to Current Year
July	$ 666,453	$ 738,095	$ 71,642
August	$ 637,587	$ -	
September	$ 812,130	$ -	
October	$ 532,939	$ -	
November	$ 571,419	$ -	
December	$ 653,420	$ -	
January	$ 638,952	$ -	
February	$ 541,493	$ -	
March	$ 640,114	$ -	
April	$ 712,795	$ -	
May	$ 579,985	$ -	
June	$ 686,367	$ -	
	$ 7,673,654	**$ 738,095**	**$ 71,642**

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

Grant Revenue



Budget to Actual FY2017

	Actual FY16	Budget FY17	Actual FY17	Actual Revenue % of Monthly Budget
July	$ 128,685	$ 171,678	$ 139,339	81%
August	$ 145,446	$ 171,678	$ 74,237	43%
September	$ 223,878	$ 171,678		0%
October	$ 203,353	$ 171,678		0%
November	$ 134,896	$ 171,678		0%
December	$ 235,833	$ 171,678		0%
January	$ 390,639	$ 171,678		0%
February	$ 141,554	$ 171,678		0%
March	$ 373,815	$ 636,268		0%
April	$ 188,166	$ 541,268		0%
May	$ 162,963	$ 541,268		0%
June	$ 510,148	$ 592,646		0%
	$ 2,839,376	**$ 3,684,876**	**$ 213,576**	6%

Prior Year vs. Current Year

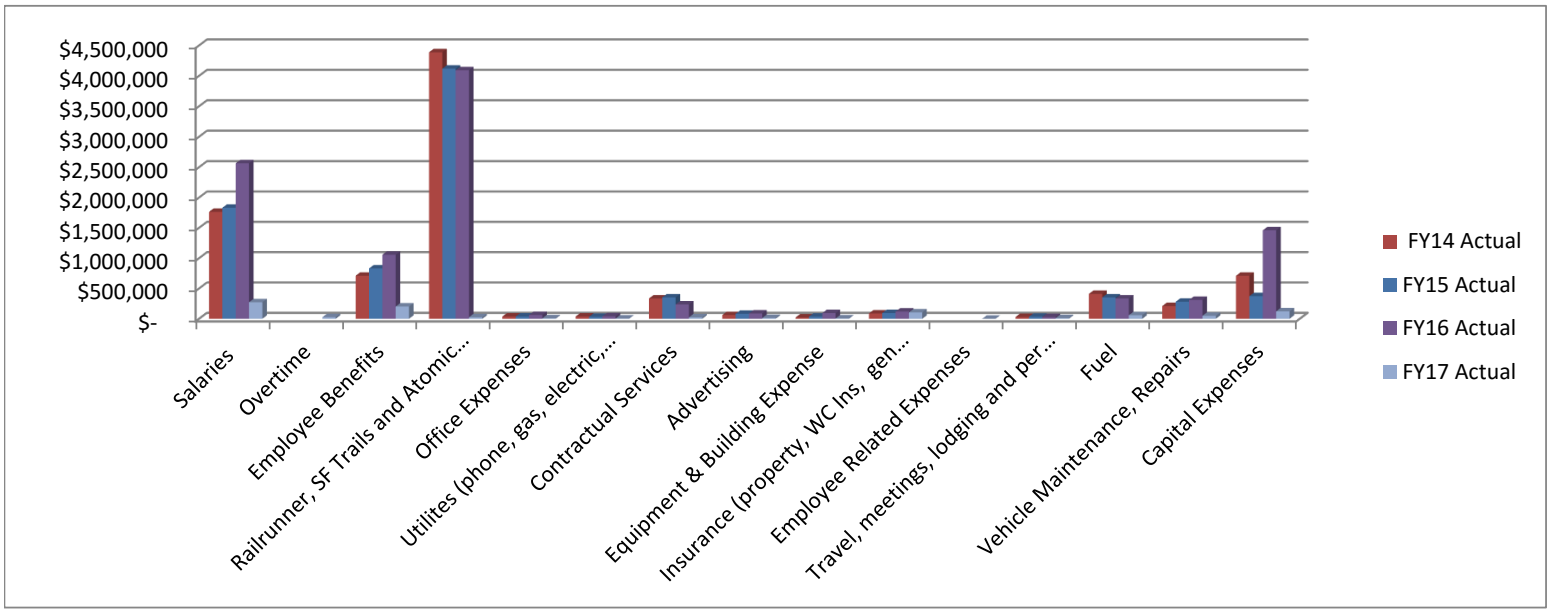
	Actual FY2015	Actual FY2016	Actual FY2017	Inc/(Dec) from Prior Year to Current Year
July	$ 98,061	$ 128,685	$ 139,339	$ 10,654
August	$ 96,946	$ 145,446	$ 74,237	$ (71,209)
September	$ 160,962	$ 223,878	$ -	
October	$ 167,516	$ 203,353	$ -	
November	$ 126,083	$ 134,896	$ -	
December	$ 123,492	$ 235,833	$ -	
January	$ 101,591	$ 390,639	$ -	
February	$ 106,716	$ 141,554	$ -	
March	$ 67,879	$ 373,815	$ -	
April	$ 124,015	$ 188,166	$ -	
May	$ 133,931	$ 162,963	$ -	
June	$ 455,192	$ 510,148	$ -	
	$ 1,762,384	**$ 2,839,376**	**$ 213,576**	**$ (2,625,800)**

MONTHLY BOARD REPORT

NCRTD BUDGET EXPENSES BY TYPE

As of September 30, 2016

Year to Date Budget Variance 16.66%



Comparative Expenses by Type

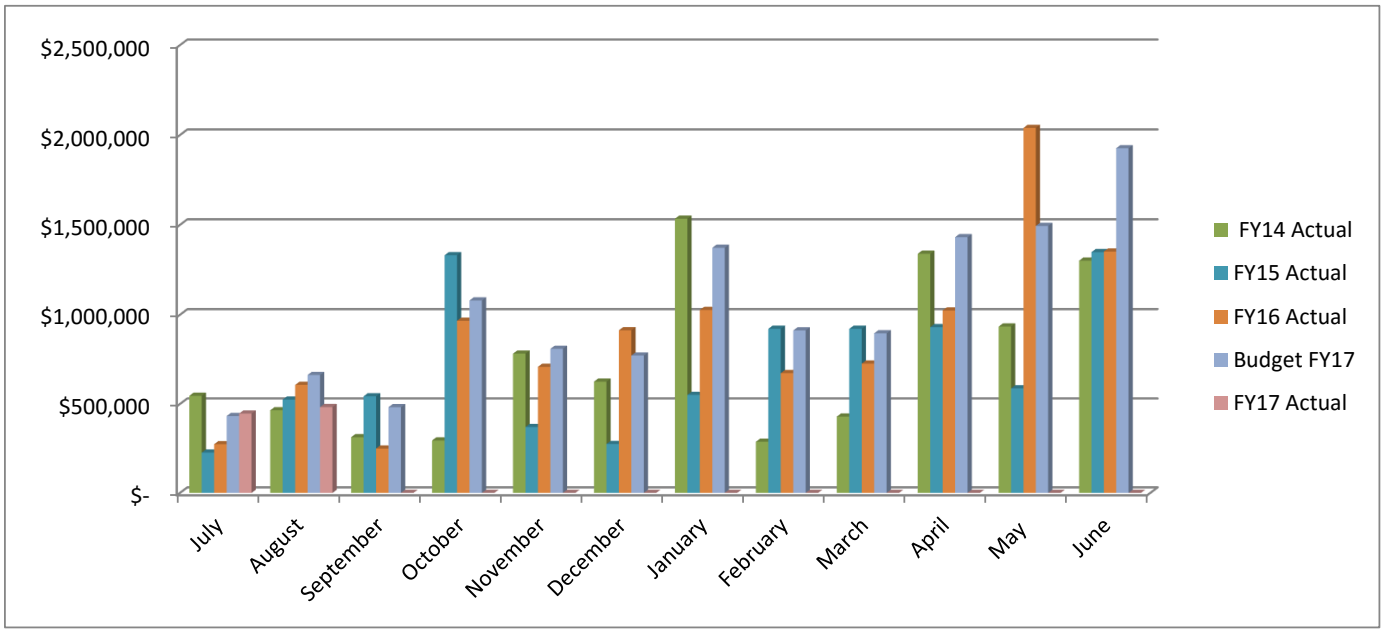
	FY14 Actual	FY15 Actual	FY16 Actual	Budget FY17	FY17 Actual	Year to Date Budget Variance
Salaries	$ 1,764,308	$ 1,831,697	$ 2,563,915	$ 2,442,371	$ 272,841	11.2%
Overtime				122,182	26,763	**21.9%**
Employee Benefits	709,864	830,082	1,055,797	1,138,722	202,533	**17.8%**
Railrunner, SF Trails and Atomic City Transit	4,387,272	4,118,232	4,092,619	4,587,300	25,000	0.5%
Office Expenses	36,948	37,336	62,039	62,234	7,953	12.8%
Utilites (phone, gas, electric, internet)	38,486	33,084	40,873	61,413	3,698	6.0%
Audit	23,219	23,433	23,581			
Contractual Services	333,948	352,779	236,532	493,566	23,740	4.8%
Advertising	61,715	82,687	87,181	95,040	13,239	13.9%
Equipment & Building Expense	22,181	36,443	94,244	46,997	5,252	11.2%
Insurance (property, WC Ins, gen liab, vehicle, civil ri	87,589	95,406	119,953	111,191	105,786	**95.1%**
Health & Wellness/Promotions	-	2,555	2,918			
Employee Related Expenses				21,700	795	3.7%
Dues, Licenses and Fees	5,826	15,961	19,634			
Training & Registration fees	8,825	9,087	7,590			
Travel, meetings, lodging and per diem	30,111	34,092	29,305	85,642	10,243	**12.0%**
Fuel	410,199	352,857	334,796	416,160	59,719	14.4%
Vehicle Maintenance, Repairs	209,623	281,344	311,125	329,900	48,994	14.9%
Operating Expenses	15,024	22,812	21,144			
Capital Expenses	709,563	374,409	1,458,967	2,260,415	122,446	5.4%
TOTAL	$ 8,854,701	$ 8,534,297	$ 10,562,213	$ 12,274,833	$ 929,002	7.6%

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

NCRTD BUDGET EXPENDITURES OVERALL

As of September 30, 2016



Budget to Actual FY2017

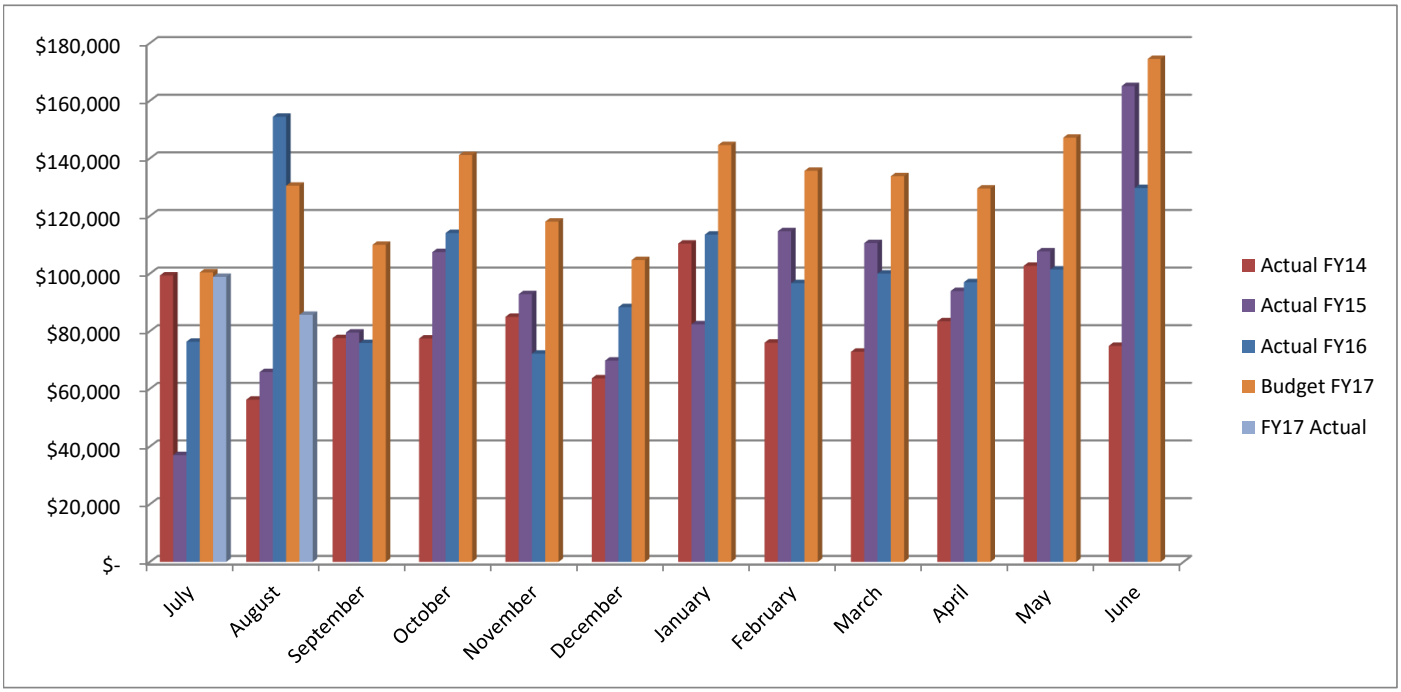
	FY14 Actual	FY15 Actual	FY16 Actual	Budget FY17	FY17 Actual	Inc/Dec of Budget vs Actual	Budget Variance
July	$ 546,007	$ 226,528	$ 273,848	$ 432,137	$ 446,362	$ (14,225)	**103.3%**
August	464,828	524,839	607,663	663,064	482,640	180,424	**72.8%**
September	313,124	543,236	249,172	482,047	-	482,047	**0.0%**
October	294,912	1,331,392	966,567	1,079,632	-	1,079,632	**0.0%**
November	783,580	370,513	709,030	810,427	-	810,427	**0.0%**
December	625,552	275,029	913,619	772,546	-	772,546	**0.0%**
January	1,534,559	551,091	1,026,524	1,372,824	-	1,372,824	**0.0%**
February	287,772	922,081	673,640	913,013	-	913,013	**0.0%**
March	429,154	921,872	727,303	896,722	-	896,722	**0.0%**
April	1,339,437	931,267	1,023,724	1,431,737	-	1,431,737	**0.0%**
May	934,795	588,018	2,039,566	1,494,229	-	1,494,229	**0.0%**
June	1,300,982	1,348,431	1,351,557	1,926,455	-	1,926,455	**0.0%**
	$ 8,854,701	**$ 8,534,297**	**$ 10,562,213**	$ 12,274,833	**$ 929,002**	$ 11,345,831	**7.6%**

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

Administration Expense Summary

As of September 30, 2016



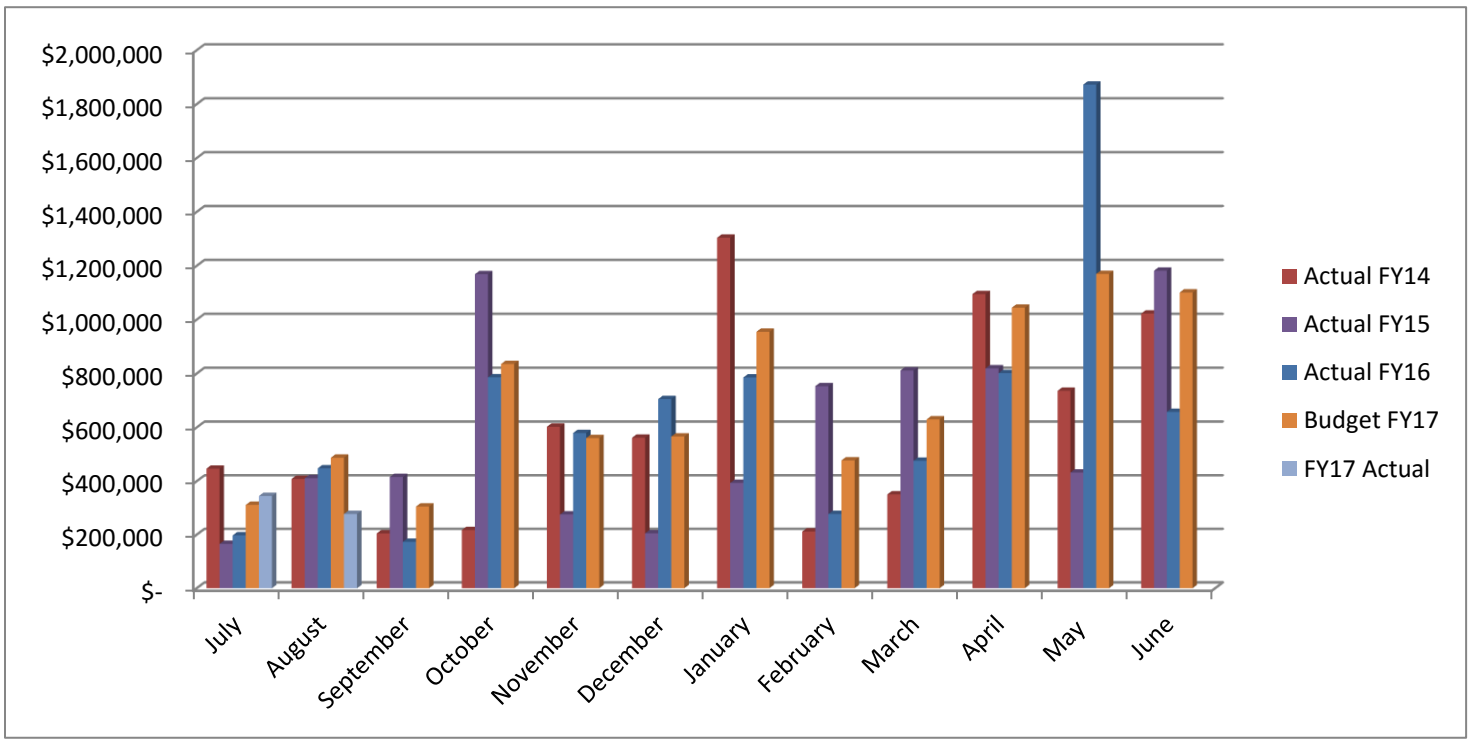
	Actual FY14	Actual FY15	Actual FY16	Budget FY17	FY17 Actual	Inc/Dec of Budget vs Actual	Budget Variance
July	$ 99,342	$ 36,996	$ 76,354	$ 100,397	$ 98,869	$ 1,528	**98.5%**
August	56,248	65,796	154,434	130,506	85,687	44,819	**65.7%**
September	77,618	79,531	75,888	110,001		110,001	**0.0%**
October	77,447	107,450	114,095	141,133		141,133	**0.0%**
November	84,993	92,871	72,212	118,043		118,043	**0.0%**
December	63,622	69,805	88,349	104,685		104,685	**0.0%**
January	110,423	82,409	113,515	144,605		144,605	**0.0%**
February	76,028	114,696	96,686	135,666		135,666	**0.0%**
March	72,862	110,596	100,000	133,801		133,801	**0.0%**
April	83,438	93,933	97,006	129,514		129,514	**0.0%**
May	102,701	107,700	101,400	147,180		147,180	**0.0%**
June	74,894	165,099	129,705	174,509		174,509	**0.0%**
	$ 979,616	**$ 1,126,883**	**$ 1,219,644**	$ 1,570,041	**$ 184,556**	$ 1,385,485	**11.8%**

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

Operating Expense Summary

As of September 30, 2016



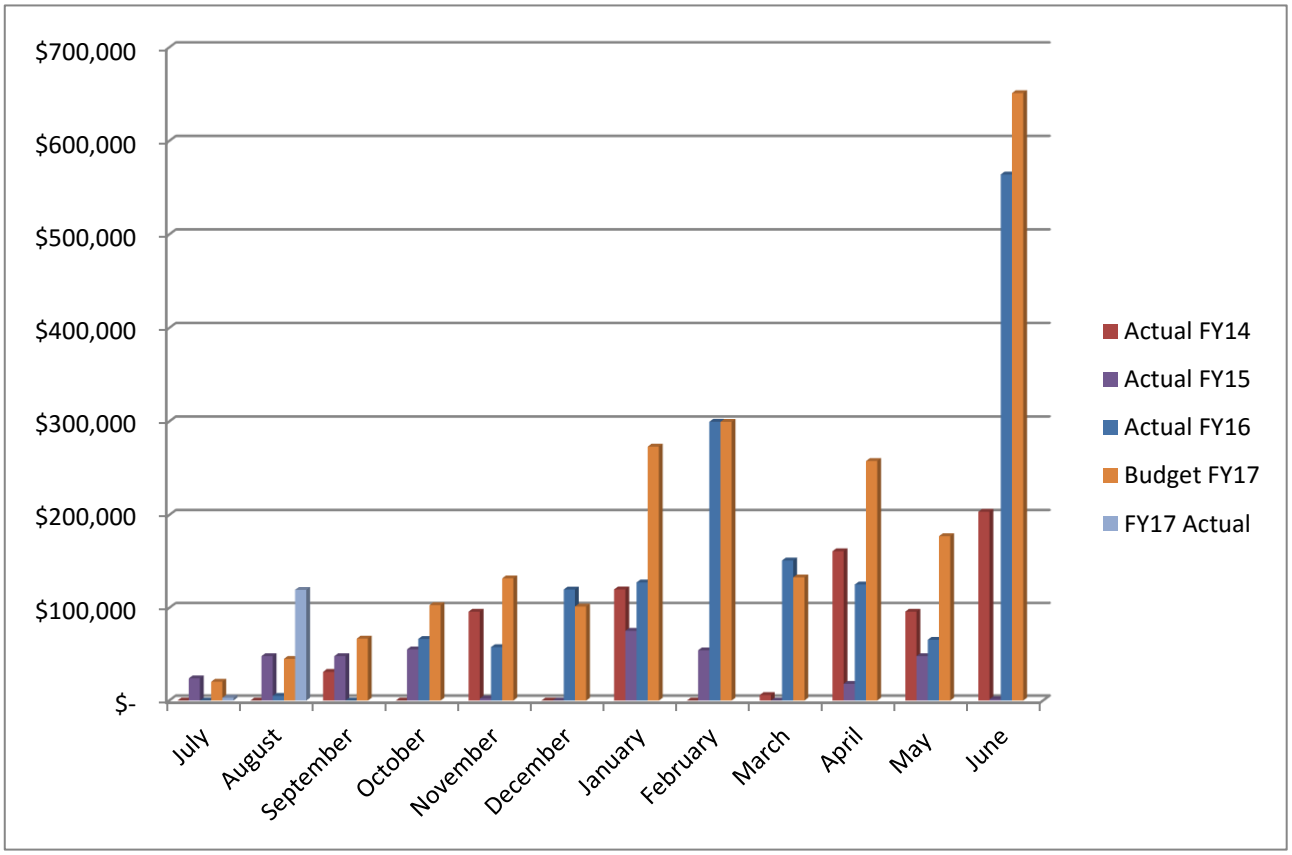
	Actual FY14	Actual FY15	Actual FY16	Budget FY17	FY17 Actual	Inc/Dec of Budget vs Actual	Budget Variance
July	$ 446,665	$ 165,544	$ 197,494	$ 311,436	$ 344,546	$ (33,110)	**110.6%**
August	408,580	411,069	448,110	487,617	277,454	210,163	**56.9%**
September	204,531	415,730	173,284	305,221		305,221	**0.0%**
October	217,465	1,168,758	785,951	835,482		835,482	**0.0%**
November	602,638	275,448	579,144	560,493		560,493	**0.0%**
December	561,929	205,224	705,378	566,379		566,379	**0.0%**
January	1,304,199	393,437	785,516	955,093		955,093	**0.0%**
February	211,744	753,200	277,216	477,771		477,771	**0.0%**
March	350,376	811,276	476,098	629,927		629,927	**0.0%**
April	1,094,811	819,256	801,484	1,044,481		1,044,481	**0.0%**
May	736,145	432,325	1,872,541	1,169,662		1,169,662	**0.0%**
June	1,022,562	1,181,739	657,716	1,100,816		1,100,816	**0.0%**
	$ 7,161,646	**$ 7,033,005**	**$ 7,759,932**	$ 8,444,377	**$ 622,000**	$ 7,822,377	**7.4%**

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

Capital Expense Summary

As of September 30, 2016



	Actual FY14	Actual FY15	Actual FY16	Budget FY17	FY17 Actual	Inc/Dec of Budget vs Actual	Budget Variance
July	$ -	$ 23,987	$ -	$ 20,304	$ 2,947	$ 17,357	**15%**
August	-	47,975	5,119	44,941	119,499	(74,558)	**266%**
September	30,974	47,975	-	66,826		66,826	**0%**
October	-	55,184	66,521	103,016		103,016	**0%**
November	95,949	2,194	57,674	131,891		131,891	**0%**
December	-	-	119,892	101,482		101,482	**0%**
January	119,937	75,245	127,493	273,126		273,126	**0%**
February	-	54,185	299,738	299,576		299,576	**0%**
March	5,916	-	151,205	132,994		132,994	**0%**
April	161,188	18,078	125,234	257,742		257,742	**0%**
May	95,949	47,993	65,625	177,387		177,387	**0%**
June	203,526	1,593	564,136	651,131		651,131	**0%**
	$ 713,439	**$ 374,409**	**$ 1,582,637**	$ 2,260,415	**$ 122,446**	$ 2,137,969	**5.4%**

Finance Subcommittee

Meeting August 26, 2016

9:00 a.m.

Board Members Present: *Pete Sheehey–Los Alamos County, Christy Van Buren-Ohkay Owingeh Leandro Cordova-Taos County, Commissioner Miguel Chavez–Santa Fe County (Telephonically)*

Staff Present: *Anthony Mortillaro, Troy Bingham, Peter Dwyer*

Guest(s) Present: *Farley Vener–Hinkle and Lander*

Absent: *Alex Naranjo–Rio Arriba County, Henry Roybal–Santa Fe County, Jon Bulthus-City of Santa Fe, County, Philo Shelton-Los Alamos County, Jim Fambro-Taos County, Tessa Jo Mascarenas-Santa Fe County, Thomas Campos-Rio Arriba County*

Transcribed By: Jackie Trujillo-Executive Assistant

ROLL CALL

APPROVAL OF AGENDA

CALL TO ORDER

A regular Finance Subcommittee meeting was called to order on the above date by Mr. Sheehey.

ITEMS FOR DISCUSSION/RECOMMENDATION

A. Audit Entrance Conference

Mr. Mortillaro gave a brief overview on this item and turned it over to Mr. Vener for the presentation.

Mr. Vener proceeded to go over the PowerPoint presentation, in which he explained the entrance conference is for the purpose to establish good communication for the audit: referred to power point handout explaining the main goal is to have good communication and to speak about what is important for auditors and creates standards for communication. He went on to state the first few pages explains the duties of the auditor and management of NCRTD. Auditors responsibility is to give the opinions of the financial statements making sure it is materially correct or if any control deficiencies, called material or significant weaknesses, they are required to write those up and are put into the audit report, controlled deficiencies are a lower level of finding. He stated with the state audit rule in New Mexico everything has to be written up.

Mr. Dwyer noted he recently received a letter from finance director regarding attorney's letters to the auditor, it was requested from the auditors for letters to be sent from the attorney to the auditor; noting he is currently internal to the organization whereas he was outside counsel previously, asked if this would change the process.

Mr. Vener responded, all legal letters should be run through Mr. Dwyer he then can reach out to the external attorneys.

Further discussion continued on this topic.

Mr. Vener moved on to the pie chart on the handout, noting the District has the three components of the audit that takes place, have the opinion of the financial statements and have the single audit once called the A133, the name has been changed to uniform guidance. Changes have been made in the thresh holds and different emphases as to what the single audit is about.

Mr. Bingham noted that the District handles tribal transit funds for five of our six pueblos, according to the feds officially those funds are theirs and they are responsible for reporting. Noting, he is taking all tribal transit off of our single audit and off of the JPA's due to it being theirs as the District is the operator, the official stance was given verbally.

Ms. Van Buren asked if the District is on contract for the other Pueblos.

Mr. Bingham confirmed that the District is a contractor on behalf of the Pueblos, it is their money and their responsibility to report the single audit and is not the Districts responsibility to put in our single audit; this is only for auditing purposes and not for the ridership. He noted we give the tribes all the draw downs, expenditure reports, amounts and all the details of the grant.

Further discussion continued on this topic.

Mr. Vener continued stating the next page outlines the requirements that have been walked through and are similar to what has been prior year noting the biggest emphasis this year is the reserved fund balance. Stating the emphasis the state auditors needs are work papers on fund balance and reserve balances.

Mr. Vener moved on to the new standards; the uniform guidance is the biggest change this year, the threshold in what triggers a single audit is $750,000 used to be $500,000; having A and B programs, A program would be $300,000 and higher, it has changed to $750,000 across the board which triggers program B to be a program which means it is a higher risk.

Further discussion continued on this topic.

Commissioner Miguel Chavez entered the meeting via telephonic.

Mr. Mortillaro noted one of the challenges this year is the District acquired the Taos system and their assets, and have been requesting that Taos convey the value of those assets and what their value was and are having a hard time getting the information.

Mr. Cordova responded that the information may not exist.

Further discussion continued on this topic.

Mr. Bingham indicated that we are in a CAFR class which means we are one of the first eleven to get audited and approved. We have to be completely finished be December 1st, we will be audited mid-September and hoping to finalize the CAFR by October 31st.

[This item was for discussion only]

B. Discussion and Review of Disposition of Obsolete Property Policy

Mr. Mortillaro stated Mr. Dwyer is the main author on this item, doing all the research regarding disposition of assets. His discovery was that there was a change on terms as how it was done, this new policy is a refrainment of our current policy practice. It was then turned over to Mr. Dwyer for presentation.

Mr. Dwyer stated there are two things to say about the policy; one is it started out as to how to accurately donate the busses; the core issue which originated the policy review as deciding how to equitably donate busses; adding on the other hand it is generally our policy, how to remove things from our asset inventory list, in a legal process and how to transfer and how to dispose of those properties and make it clear that it has fully been accounted for. He added the policy covers property under $5,000.00; property under $5,000.00 can be designated as obsolete or unusable by the District and therefore be transferred or donated pursuant to the policy; property over $5,000.00 can be transferred if the District finds it to be excess property but incurs an extra step by going to the state for review and approval. He noted the Department of Finance and Administration has the authority to say no if it is over $5,000.00.

Mr. Bingham stated it is $5,000.00 at the time of disposition and not the acquisition cost of assets the District is trying to dispose of at the time.

Mr. Dwyer stated if the asset is over $5000.00 and has a useful value to the District we would not put it on the list. Noting if we had a bus worth $12,000 but was of no use to the District and would like to convey it to a memberenity, it is a possibility but will take an extra step getting state approval.

Mr. Dwyer continued with the current process, District prepares a brief inventory of vehicles, referring to page 25, it is a list of busses of what should be done with the busses and why it is designated as being potentially obsolete; the decision would have to be made by the Board, although there is a deposition committee whom go out and look at the busses and vehicles, they then decide and agree with finance that there will have to be a determination that these busses are no longer useful to us, this will have to be decided by the Board and that all these bussed have to be an initial determination that the busses are under $5000.00 and have to be donated.

Further discussion continued on this topic.

Mr. Dwyer moved on to section 13 on the packet, noting a system was set in place stating when giving away property to ensure that the vehicle is not going to be branded as a blue bus and will go through a process as we will give a clean title of the property and the person receiving the property is responsible for getting plates and registration. Noting the District will be responsible for removing all logos and decals.

It was decided to get in writing that the vehicles are to be repainted or refinished before the transfer of the vehicle.

Ms. Van Buren made a motion to approve the proposed policy to the Board as presented. Mr. Cordova seconded the motion and it passed by unanimous voice vote.

Councilor Sheehey added in the description of this policy to include, it is reasonable to ask the Board to approve and delegate the signature authority that this procedure has been followed to Mr. Bingham.

C. Discussion and Review of NCRTD Investment Policy Procedures

Mr. Mortillaro noted there is no document that is related to this subject. At the last Board meeting in August a comment was made by a Board member regarding whether the investment policy is reviewed and approved annually by the finance subcommittee and readopted annually by the Board. It was indicated that this subject would be brought to the finance subcommittee to be discussed and to determine what direction should be given to the staff regarding the matter. We wanted to bring it as a follow through and get direction if this is something the Board would want to do, if so then we would have to amend the investment policy and put it in as an action that will be taken every year.

Councilor Sheehey stated he did not see the need, particularly because we get regular updates on our investment performance and any policy concerns can be brought up then.

Commissioner Chavez made a motion to have this item for discussion before the full Board. Mr. Cordova seconded the motion and it passed by unanimous voice vote.

D. Discussion and Review of Budget Amendment – Tribal Transit Funds

Mr. Bingham stated this budget amendment would not affect the total budget, we are not asking for more funds or less funds in the budget, we are reallocating funds from an operational component to a capital component. This is related to Tribal Transit; Santa Clara is one of the tribes who receives a lot of tribal transit dollars; given the route and ridership they have sufficient funds, they pay for all FY2015 operational costs in FY2016 they paid both indirect and operational costs and still have three times the amount of money it cost to run the route. What the District has done in the past with Santa Clara is to use those funds to buy capital; used to buy bus T540, it was bought in 2010 and paid for by the FTA in 2012. This bus has reached its useful life, at 188,000 miles (18 passenger); the useful life for FTA standards is 175,000 miles. Noting if we were to order a bus it takes about six months for it to arrive, we are anticipating that the ending miles on that bus to be over 200,000 by the time the new bus comes. It is recommended to take the operational transit dollars we put in the budget and what we were going to use for salaries and indirect cost; instead of using it for that we ask to use $95,000 to purchase a bus.

Further discussion continued on this topic.

Ms. Van Buren made a motion to approve the transfer of 5311 funds from operating to capital for purchasing a bus for Santa Clara. Commissioner Chavez seconded the motion and it passed by unanimous voice vote.

E. Minutes from June 30, 2016

Councilor Sheehey noted after reviewing the minutes from the June 30, 2016 meeting noticed two minor corrections; Board Members present it was noted that Commissioner Chavez was present by telephone and it additionally listed him as absent; change needs to be made as him being present. Continuing to the second page, after the first motion was passed it said; “Councilor Sheehey asked if the concerns raised about transaction fees would this also apply to the other insurance. Mr. Bingham responded (blank)”. Mr. Sheehey noted this item does not need to be on the minutes.

Councilor Sheehey motioned to approve minutes as amended. Ms. Van Buren second the motion and it passed by unanimous voice vote.

MATTERS FROM THE SUBCOMMITTEE

ADJOURN

Mr. Cordova made a motion to adjourn the meeting. Ms. Van Buren seconded the motion and passed by unanimous voice.

Next Finance Subcommittee will be held September 23, 2016 at 9:00 AM.

Tribal Subcommittee Meeting

June 29, 2016

2:00 p.m.

Board Members Present: *Charlie Dorame – Pueblo of Tesuque, Lillian Garcia – San Ildefonso Pueblo, Christy Van Buren – Ohkay Owingeh Pueblo, James Rivera – Pojoaque Pueblo*

Staff Members Present: *Anthony Mortillaro – Executive Director, Stacey McGuire – Projects and Grants Manager, Troy Bingham, Finance Director, Jackie Trujillo – Executive Assistant*

Absent: *Arnold Garcia – Nambe Pueblo, Mary Lou Valerio – Santa Clara Pueblo,*

Transcribed by: Jackie Trujillo

CALL TO ORDER

A regular Tribal Subcommittee meeting was called to order on the above date by Mr. Charlie Dorame.

1. **ROLL CALL**

2. **INTRODUCTIONS**

3. **APPROVAL OF AGENDA**

   Mr. Rivera made a motion to approve the agenda as presented. Ms. Garcia seconded the motion and it passed by unanimous voice vote (4-0).

4. **Tribal NTD Report – Process and Resulting TTP award(s)**

   Ms. McGuire began by thanking the Pueblos for their participation of the NTD reports and submittals for this year, all reports have been submitted and are currently under review by FTA and NTD; once the submittals have been closed out, she will then share those via e-mail; at that point she will be making the awards for the next round for TTP.

   She noted at this point we do not have an idea as to what the awards are going forward; the challenge is the pie is so big and as more entities submit for funding the pie pieces become smaller, therefore there may be a decrease in funding as seen in the last few years.

   Mr. Rivera asked if this funding is being reviewed, is it based on BIA roads mileage within the tribe.

   Mr. Bingham noted he went to the Tribal Transit conference; the FTA was asked the question as to how the formula is derived, they state it is in statue but could not show them where in CFR's where the statue is at nor show how the statue is funded. He added they talk about ridership is the lead indicator, population, living on the Pueblo or Reservation; adding the roads are not a big component since the funds are running low to fund everyone; they start with these two factors and break it off from there, based on the funding available that contribute to your number.

   Further discussion continued on this item.

Mr. Rivera made a motion to explore for the idea of a consortium. Ms. Van Buren seconded the motion and it passed by unanimous voice vote (4-0)

Mr. Rivera made a suggestion for Mr. Dorame and Mr. Mortillaro to meet with Picuris and Taos Tribal leadership

Mr. Rivera made a motion to direct Mr. Dorame and Mr. Mortillaro to contact Governors from Picuris and Taos Pueblo and talk about membership with RTD. Ms. Garcia seconded the motion and it passed by unanimous voice vote (4-0).

5. Title VI Translation Request

Ms. McGuire noted the Title VI Policy was requested by the Board, during the April Board meeting.; regarding the Title VI Translation Policy in the public notices into Tewa, Tiwa or Towa; it was discussed it would go through Tribal Subcommittee asking for direction as to how to proceed; from a language stand point in the past, it was a challenge to attempt to translate or to find someone who can effectively be able to translate.

Ms. McGuire deferred to Tribal members as to suggestions as to how to potentially accomplish that or whether or not maybe that would be over reaching and may not the best approach.

Ms. Van Buren stated Ohkay Owingeh Tribal Council would not be comfortable with having their native language published; adding to meet their Title IV requirements they have one liner sentence "Tewa speakers available upon request" in the Tewa native language.

Mr. Dorame asked if the District provides Braille.

Ms. McGuire responded we do not, although we do provide alternate avenues of communication if requested. Adding the District is able to accomplish most translation through Google translate on-line which is tied to the RTD website, however the native language is oral and not written and is not be a component on that context.

Further discussion continued on this item.

Ms. McGuire noted it would have to be a collective decision between the Tribes to publish their native language on the busses in order to insure that everyone in the tribes prospective is acknowledged to move forward.

Mr. Mortillaro stated all the vehicles have Title IV English and Spanish version; "If this information is needed in another language please contact the NCRTD".

It was agreed by all members that the one liner sentence in the English language would suffice and should be posted on the busses, with assistance to translate to the passenger if needed in their native language by a dispatcher.

6. TTP Discretionary Program – Jicarilla Apache Nation Service Request

Ms. McGuire gave a brief update on the Jicarilla Apache Nation regarding a discretionary program for new services. It was suggested to FTA a three tiers of service to choose from to award; 1) five day a week; 2) three day a week; 3) two day a week. The two day a week has a day going to Chama with a one day going to Farmington; the three day a week going to two to Chama and one to Farmington; the five a day has a three to Chama, two to Farmington. She feels there is decent opportunity and potential

to be funded and will increase the Districts service within Rio Arriba County significantly at an area that has not seen a lot of service; this service would connect with Red Apple Transit in Farmington as well as Navajo Transit.

Ms. McGuire noted, Jicarilla submitted the Grant with the District as the submitter as we are not a federally recognized tribe.

Ms. McGuire asked if there were any questions.

There were none

7. Upcoming Feast Days

July 14, 2016 - Pueblo of Cochiti
July 25, 2016 - Pueblo de San Ildefonso/Santiago day
July 26, 2016 - Pueblo of Santa Ana
August 2, 2016 - Pecos Feast Day/Pueblo of Jemez
September 2, 2016 - Pueblo of Acoma
August 4, 2016 - Pueblo of Santo Domingo
August 10, 2016 - Pueblos of Picuris

(Department of Indian Affairs posts a listing of all annual feast days on their web-site)

8. Future Meeting Topics/Ideas

Mr. Rivera requested a follow up on the outcome of this meeting, to be held at the Buffalo Thunder Resort and Casino.

Ms. Van Buren suggested discussion on the new FAST Act and how it will affect Tribal transportation.

9. Future Meeting Schedule

The next Tribal Subcommittee meeting will be held on September 28, 2016 at 2:00 p.m. at the Buffalo Thunder Hotel and Casino.

10. Miscellaneous

Chair Dorame asked Mr. Mortillaro to explain the Policy and By-Laws for meetings.

Mr. Mortillaro explained the By-Laws indicate that all the committees of the Board will follow the open meetings act, which means the agenda needs to be advertise 72 hours in advance and posted at the county clerk's office to include time and place the meeting will be held. Noted the meetings do not need to be held at the District; if one of the Tribes would like to host at their location, it can be done so long as the agenda is posted and the meeting has to be open to the public if they so wish to attend.

Chair Dorame recommended all Tribal Subcommittee meeting be held quarterly.

ADJOURN - Mr. Rivera moved to adjourn the meeting. Ms. Garcia seconded the motion and it passed by unanimous voice vote (4-0).

EXECUTIVE REPORT
For October 2016

EXECUTIVE

- Participated in interviews for HR Director.
- Reviewed and discussed expansive revision of HR Rules and Regulations.
- Conducted new employee orientations.
- Conducted orientation of new alternate board members.
- Conducted grievance hearing with union.
- Participated in discussions regarding transit run cutting software and scheduling.
- Continued review and discussion of outstanding site property issues with Attorney and staff.
- Generated information for Consultants regarding consolidation study.
- Met with insurance company regarding worker's compensation issue.
- Met with dialysis provider and Indian health services regarding service in Taos county.
- Met with owner of former Party Creations site regarding bus stop construction.
- Met with staff to discuss supervisory staffing issues.
- Attended monthly NMTA Board meeting.
- Attended monthly MPO TCC meeting.
- Attended via conference call APTA Small Operations Committee.
- Attended via conference call APTA State Affairs Committee.
- Met with Attorney and Staff regarding various legal issues and associated documents.
- Prepared Board and Finance Subcommittee meeting materials.
- Met weekly with Board Chair Barrone on various issues.
- Continued review, revision and creation of various NCRTD policies.
- Maintained continuous communication with board members, subcommittee members, and Chair.
- Attendance at various NCRTD staff and subcommittee meetings, including Board, Finance and Tribal subcommittees meeting.
- Addressed a variety of employee human resources issues and prepared memorandums to document district actions.

LEGAL

- Work on Revisions to Personnel Rules
- Analysis FLSA and prepare for change to law
- Various Personnel Matters
- Prepare Legal Updates for Staff Meetings
- Analysis of FMLA issues
- Work on Procurement Code Revisions
- Review Staff Reports and Draft Agendas
- Assist in Resolving DOT Audit Legal Issues
- Review Worker Comp compliance
- Analysis of Fitness for Duty and Return to Work regulations
- Review and Update Drug and Alcohol Policy based on Audit
- Change Rule to Allow Incentive for Retention of Seasonal Employees
- Review Letter from Ski Santa Fe re: contribution
- Review, Revise, Discuss Jicarilla MOA
- Address Service Concerns with PIO
- Amend Resolution on 5311 funding
- Analysis of Leave Categories including Domestic Abuse Leave

MARKETING/PUBLIC INFORMATION OFFICE

- Continued work on building and designing the CAFR book for award submission
- Continued production work and scripting of a Mountain Trail promo video, completed photography and currently in post-production
- Prepared for and participated in the Taos Trunk or Treat
- Participated in HR interviews
- Met with Hutton Broadcasting and Scott Hutton to discuss joint promotional opportunities for Mountain Trail
- Met with NM State Tourism to discuss transit advertising for next year
- Designed a Mountain Trail Flier to be distributed at the Santa Fe Ski Swap
- Began work on the FY2016 Annual Report
- Completed and placed an ad in partnership with Rio Metro RTD for the Albuquerque Journal Winter Guide. The full page ad and a series of digital advertisements will run in November

- Completed ½ page ads and have placed them to run in the Santa Fe New Mexican and Taos News Winter Guides. The ads will run in November
- On-going program to switch riders out of the Constant Contact system for receiving Rider Alerts into the Avail Infopoint system of route-specific rider alerts via email or text
- Worked with the Veterans Transportation and Community Living Initiative (VTCLI) task force and worked with the NM Dept. of Veteran Services to begin installing veteran specific bus wraps
- Met with Chris Munoz and new ad rep for LMNOC Broadcasting
- Took out a ½ page ad in the Taos News Tradiciones special section highlighting local heroes
- Issued a series of press releases and alerts regarding closures for the ADA construction project
- Issued a press release on Jicarilla Apache Nation Dulce route
- Issued a press release on the GFOA Budget Award
- Provided social media management – Facebook, Instagram, Twitter – with daily postings (on-going)
- Provided updates to NCRTD.org throughout the month
- KDCE – 950 AM radio in Espanola, :30 sec radio spot and sponsorship of the 7:30 AM news ran 17 days in October excluding Saturdays and Sundays
- KSWV 810-AM in Santa Fe, :30 sec Mountain Trail spots ran 20 times in October as well as 30 :20 sec promos announcing RTD sponsorship during the 7:30 AM ½ hour
- KTAOS 101.9 FM in Taos, 14 :30 sec radio spots ran each week in October
- One banner ad ran in the Taos News and one in Los Alamos Monitor. One 1/8-page ad ran in the Rio Grande Sun
- A series of digital ads ran on SantaFe.com, Santa Fe Hometown News and Valley Daily Post. Ads also continued running on the Taos News website as well as Facebook pages in the Taos County area
- Ads ran in the Chama Valley Times and in the Green Fire Times this month

SERVICE DEVELOPMENT EXECUTIVE REPORT

- September 2016 5311 Ridership Report
- ITS AVL/CAD project work including:
- Oversight of ongoing tweaks and improvements to schedule, routing and map
- Continued data entry input and oversight, emphasis on google transit
- Ongoing troubleshooting facilitation related to operations and soft/hardware
- TAP FY15- H.O. Construction, Inc. began construction of 9 ADA-compliant bus stops along Riverside Dr.; project management ongoing, facilitate weekly project meetings; construction site visit completed with NMDOT
- TAP FY18 and FY19- PIF and application completion ongoing; working with Wilson to prioritize stops for future phases of construction
- Attended and Chaired NPRTPO August meeting hosted by Los Alamos County
- Participated in Human Resources Director interviews
- Ongoing collaboration with DreamTree Project in Taos on Safe Place Program
- Facilitated Mountain Trail winter season preparation discussion
- Participated in future staffing levels discussion
- Continued discussion with Taos area employees to further refine potential route modification options

Performance Measures

for

Fiscal Year 2017

September 2016

The performance measures that were developed are designed to provide data that can be evaluated in a logical manner. It allows the District to identify areas in which its performance may need to be improved and to understand the characteristics and factors that impact that performance. In addition, to the extent feasible a peer comparison or a benchmark has been included as available or appropriate. This performance data is important since many times the District's costs, efficiencies and productivity is not measured against any benchmark or standard or attempts are made to compare it against systems that bear no similarities in mission, complexity or service area. Therefore, the data presented should provide some context in which to assess the District and its efforts to deliver services based upon its mission, goals and objectives."
The report data collected is grouped into 3 areas: Administrative, Fleet and Customer Related:

1. **Administrative:**
   - **A. Ridership, All Funded Routes**
   - **B. Ridership, NCRTD Operated Routes**
   - **C. Monthly Expenditures**
   - **D. Cost Per Mile**
   - **E. Cost Per Trip**

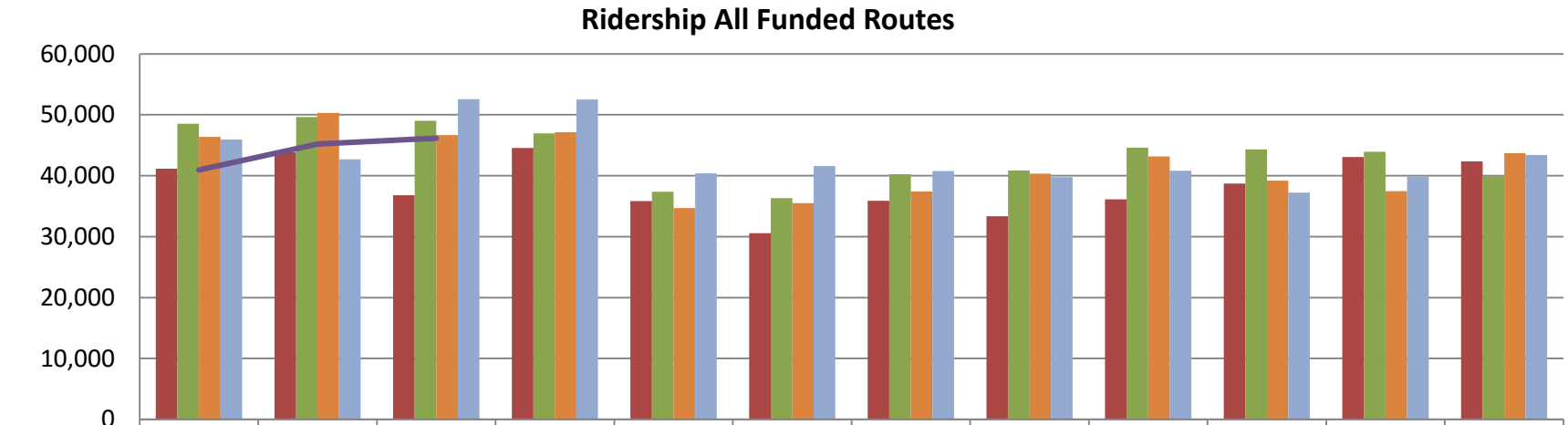
2. **Fleet:**
   - **A. Vehicle Back Up Ratio**
   - **B. Average Vehicle Age**
   - **C. Percentage of "On-Time" PM / Inspections**
   - **C. Accidents, Major/Minor Tracking**

3. **Customer Relations:**
   - **A. Complaints**
   - **B. Incidents**

The In-state/local comparable is Sandoval/Valencia Counties which are operated by the Rio Metro Regional Transit District. This benchmark/peer entity was chosen since they are within New Mexico and somewhat similar to rural transit service. The FTA benchmarking data used originates from the Rural Transit Fact Book 2014. The data is for 2012 in FTA Region 6, rural providers which includes New Mexico, Texas, Oklahoma, Arkansas and Louisiana.

Ridership Tracking of All NCRTD Funded Routes

Tracking ridership is the #1 way a public transportation agency can gauge its effectiveness of the service it provides. Ridership data for all routes funded by the NCRTD are collected by City of Santa Fe and Los Alamos County. This data is forwarded and combined with the data from the District's operated routes. These numbers are then compiled into a monthly ridership report. This measurement tracks the number of one way trips taken on all the routes within the district. This graph shows the NCRTD combined total ridership numbers, and compares them each month, identifying any increases or decreases in the number of monthly trips. This also indicates how well the regional district is continuing to address the issue of accessible mobility by routes that are in areas where there is public demand. Sandoval/Valencia counties are used local/in-state comparison benchmark, as they are similar in service but smaller in size: a two county service of the Rio Metro Transit District.



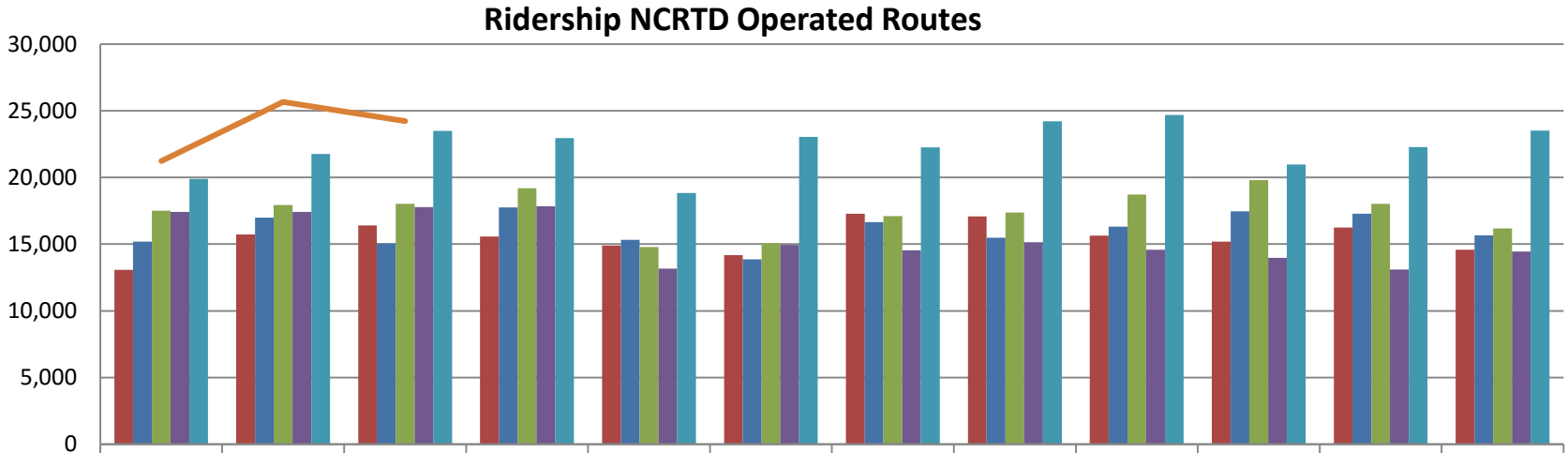
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 12-13	41,135	43,836	36,784	44,537	35,825	30,576	35,877	33,352	36,135	38,724	43,060	42,332
FY 13-14	48,552	49,624	49,034	46,976	37,369	36,320	40,271	40,871	44,627	44,335	43,930	39,934
FY 14-15	46,374	50,295	46,680	47,152	34,702	35,509	37,422	40,320	43,164	39,195	37,447	43,676
FY 15-16	45,966	42,682	52,575	52,528	40,393	41,584	40,794	39,780	40,830	37,248	39,882	43,422
FY 16-17	40,932	45,202	46,154									

FY12/13 = 462,173 FY13/14 = 521,843 FY14/15 = 501,936 FY15/16 = 517,684 FY16/17 = 132,288

Performance Measure - Administrative:

Ridership Tracking of NCRTD Operated Routes

This ridership data is collected by the NCRTD drivers for all routes operated by the District. This includes 27 flex and commuter routes as well as the demand response and paratransit routes. Totaling the number of one way trips on NCRTD routes, allows staff to evaluate effectiveness and to ensure that the service is reaching areas in the district that have high demand for accessible mobility. Sandoval/Valencia counties were selected as a local/in-state comparison benchmark.



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 11-12	13,081	15,739	16,397	15,567	14,886	14,167	17,274	17,071	15,650	15,178	16,244	14,573
FY 12-13	15,200	16,995	15,052	17,760	15,317	13,872	16,642	15,471	16,315	17,465	17,285	15,653
FY 13-14	17,504	17,934	18,033	19,205	14,792	15,069	17,102	17,380	18,719	19,804	18,021	16,187
FY 14-15	17,415	17,419	17,781	17,843	13,155	14,933	14,545	15,134	14,578	13,983	13,087	14,447
FY 15-16	19,899	21,768	23,498	22,962	18,824	23,033	22,245	24,214	24,675	20,963	22,273	23,516
FY 16-17	21,241	25,654	24,227									

FY12/13 = 193,027 FY13/14 = 209,750 FY14/15 = 184,320 FY15/16 = 267,870 FY16/17 = 71,122

Monthly Expenditures for Administrative and Operating

The NCRTD's Finance Department provides the administrative and operating expenses in a monthly budget status report. It is important to measure the expenditures to maintain a balanced budget, as well as tracking the administrative and operating margins. This data is used in determining the cost per trip and the cost per mile. Tracking the budget and monitoring operational costs allows management to target specific dollar amounts when creating future budgets and requesting federal funding from the NM Department of Transportation.

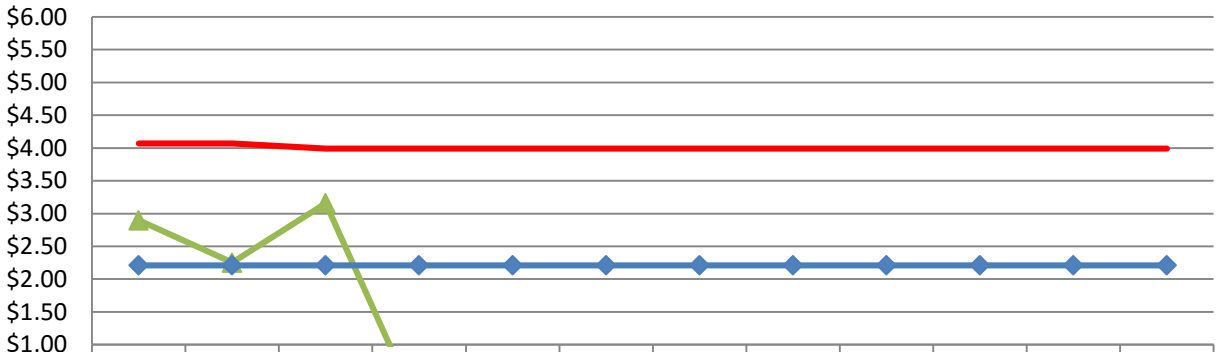
Monthly Expenditures FY 16-17

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Admin	$96,031	$85,397	$121,278									
Operating	$291,021	$274,745	$362,197									
Total	$387,052	$360,142	$483,475	$0	$0	$0	$0	$0	$0	$0	$0	$0

Operational Cost per Vehicle Mile

Cost per vehicle mile is the total operating costs per month in relation to the total vehicle miles per month traveled on NCRTD routes. The mileage data is logged daily for each route and compiled into a monthly report. Monthly operating costs are obtained from the Monthly Expenditures (chart above) and the number of miles travelled for NCRTD operated routes. As a cost efficiency measure, operating costs per vehicle mile assesses the financial resources needed for the District's route operations. This measurement is a beneficial tool for the planning and operation's departments. The NM Department of Transportation uses this as one of their performance measures in the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track our cost per mile vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. Sandoval and Valencia counties' annual average are used as a local/in state comparable benchmark, even though their system is smaller than NCRTD. Data from the **2014*** Rural Transit Data Fact Book, specifically FTA's District 6 (our district) annual cost per mile is included as a benchmark**. *This Data from 2014 Rural Transit Data Fact Book has been revised for the FY15 year.**

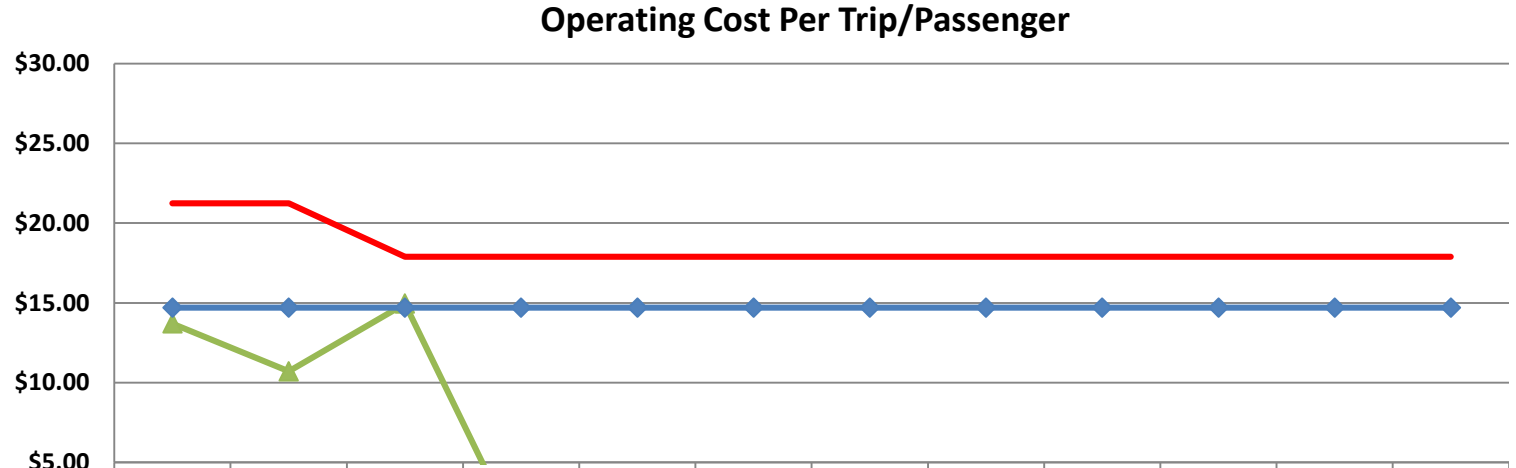
Operating Cost Per Vehicle Mile



	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Mile	$2.90	$2.25	$3.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sandoval/Valencia	$4.07	$4.07	$3.99	$3.99	$3.99	$3.99	$3.99	$3.99	$3.99	$3.99	$3.99	$3.99
Region 6 Total Cost Per Mile	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21

Operating Cost per Trip

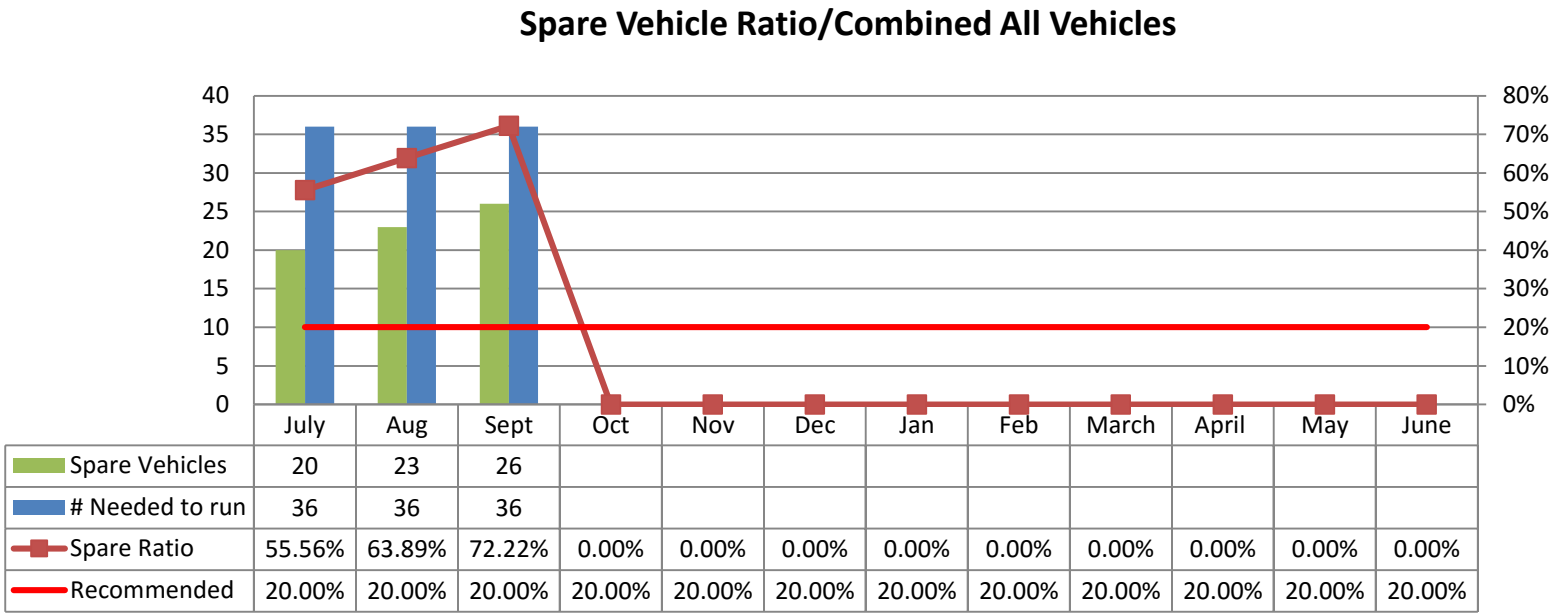
When transit data is collected, passengers, riders and rides are counted and referred to as “trips.” One passenger can generate several trips in a day, and these are counted individually. Example, a particular rider may board in Questa (1 trip) and transfer to the Taos to Espanola bus (1 trip) and again transfer to the Santa Fe bus in Espanola (1 trip) for a total of three trips. The cost per trip is computed on a monthly basis by dividing the monthly operating costs from the Monthly Expenditures (chart above), by the total monthly number of trips (ridership). NM Department of Transportation uses this as one of their performance measures to the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track our cost per trip vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. Sandoval and Valencia counties’ annual average are used as a local/in state comparable benchmark, even though their system is smaller than the NCRTD. Data from the **2014*** Rural Transit Data Fact Book, specifically FTA’s District 6 (our district) annual cost per trip is included as a benchmark. **. *This Data from 2014 Rural Transit Data Fact Book has been revised for the FY16 year.**



	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Trip	$13.70	$10.71	$14.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sandoval/Valencia	$21.24	$21.24	$17.89	$17.89	$17.89	$17.89	$17.89	$17.89	$17.89	$17.89	$17.89	$17.89
Region 6 Total Cost Per Trip	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70

Spare Vehicle Ratio/Combined all Vehicles

FTA defines the spare ratio as the percentage of spare vehicles in comparison to the number of vehicles required for annual maximum service. Recommended FTA spare vehicle ratio is 20% for fleets over 51 vehicles. NCRTD's fleet totals 55 and is exempt from this guideline but it is a good benchmark to keep in place. With an annual maximum service of now 35 and a backup fleet of 20, the backup ratio is 57.14%. This higher number is needed and reasonable due to the variety of passenger seating requirements for specific routes throughout the District. These backup vehicles ensure consistent coverage of all routes when vehicles are off line due to routine maintenance or unexpected breakdowns.

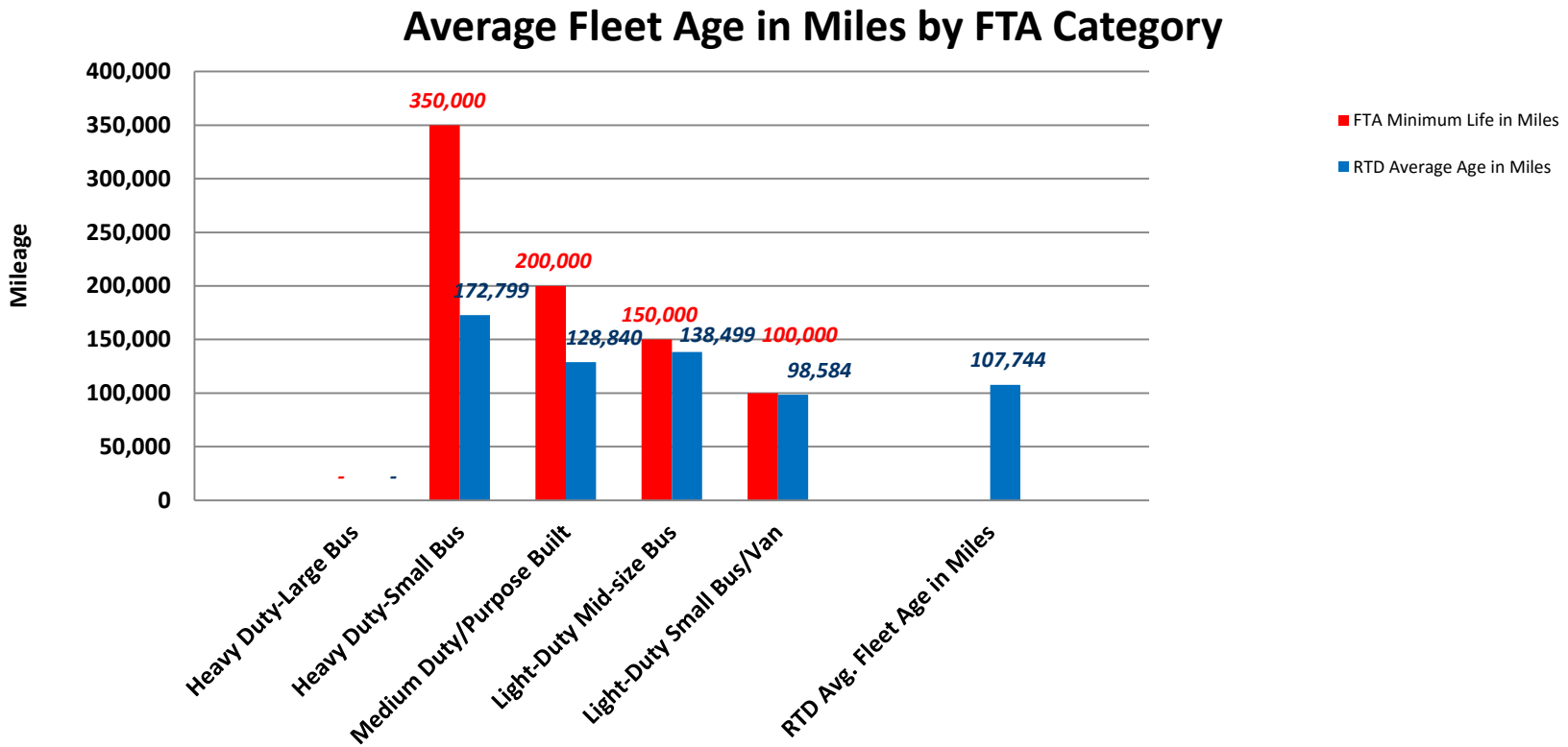


	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Spare Vehicles	20	23	26									
# Needed to run	36	36	36									
Spare Ratio	55.56%	63.89%	72.22%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Recommended	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%

Performance Measure - Fleet:

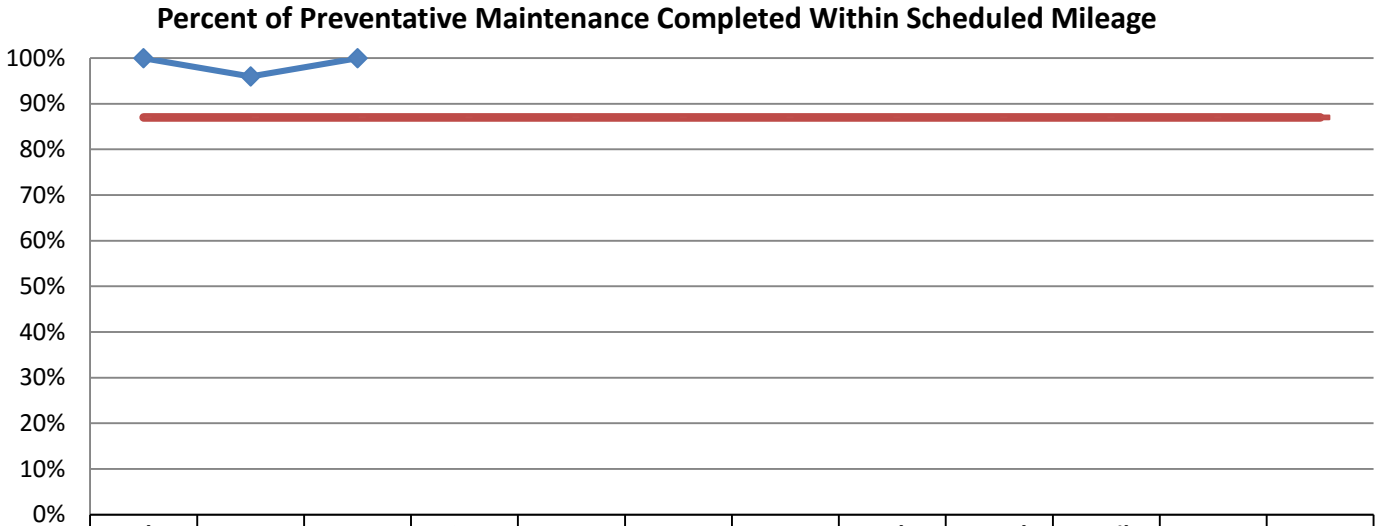
Average Fleet Age

The FTA allows the use of years or mileage to attain usable life. The District uses mileage rather than the year of manufacture because of the large area of the district and the high number of miles traveled on an annual basis. This compares the age of specific kind of vehicles by mileage in accordance to the FTA guidelines. This is useful in fleet replacement planning. The numbers will vary month to month as mileages increase and old vehicles are replaced by new.



Percentage of "On-Time" PM / Inspections

The federal benchmark for the percentage of "on-time" preventative maintenance (PMs) and inspections for the fleet is 87%. Inspections are required to be conducted within certain mileage timeframe by vehicle manufacturers for the various sizes of vehicles. Manufacturer's recommended maintenance schedules may range in mileage due to the component makeup of a particular vehicle. The FTA recommends they be conducted within the manufacturer's recommended maintenance schedule. However, as a sub recipient of NMDOT we are allowed varied standards as approved by NMDOT. With the variety of sizes and component makeup of District vehicles, we have determined and hold to a standard of 6000 mile intervals for the light and medium gasoline powered fleet and 7000 miles for the diesel powered medium-heavy fleet. This ensures frequent safety inspections and PM services at reasonable intervals that result in a more dependable and safer fleet. This data is collected and tracked by the Fleet Maintenance Manager.



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
FY 13-14 RTD Maintenance	100	96	100									
FTA Recommendation	87	87	87	87	87	87	87	87	87	87	87	87

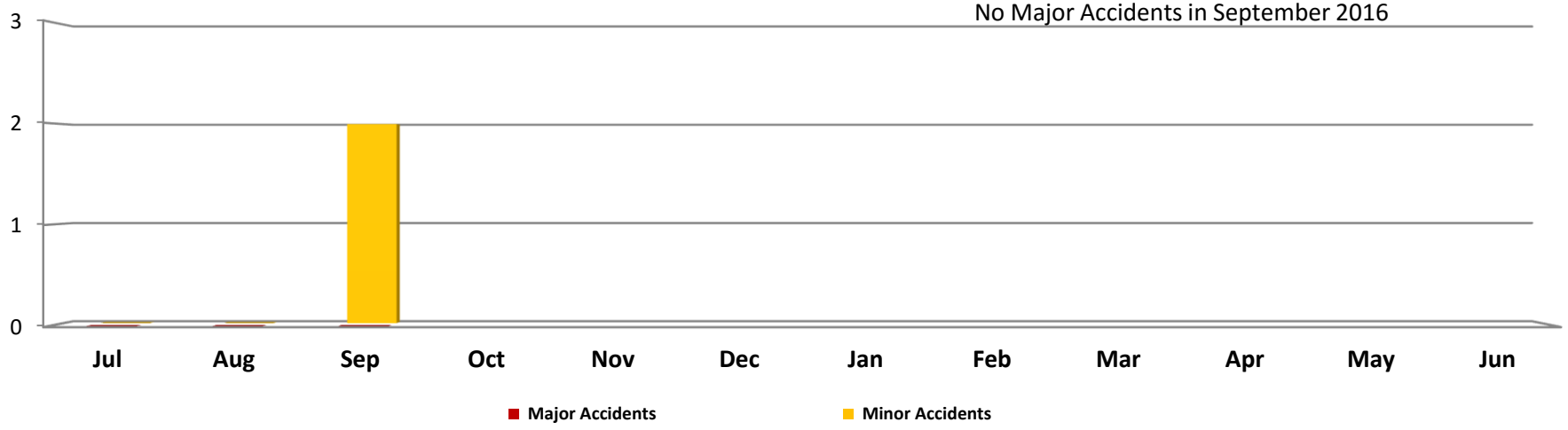
Performance Measure - Fleet:

Accidents per Month

This measurement shows us how many accidents occur within a month and to what frequency they occur. These are logged as minor or major accidents. A minor accident for example, is one where a driver hits a stationary object while backing but there is minimal damage. A major accident is one where there may be significant damage and/or injury, and a FTA Post accident drug screen is required. All accidents are reported to the Operations and Maintenance Manager to decide on what corrective action needs to be taken. There are established internal reporting and follow up procedures. All accidents, major or minor, are investigated and documented, and dealt with accordingly by the operations management team. As a result, disciplinary measures and/or driver re-training may be required by the outcome of the investigation.

Number of Major/Minor Accidents per 113,033 Miles Avg. Driven Monthly

MINOR ACCIDENT DETAIL
Driver hit a pole when turning around
MAJOR ACCIDENT DETAIL
No Major Accidents in September 2016



Last Minor Accident - September 26, 2016

Miles Driven since last Minor Accident - 13,504

Last Major Accident - May 6, 2016

Miles Driven since last Major Accident - 641,062

Performance Measure – Customer Relations:

Complaints per Month

This performance tracks monthly the number and type of complaints received by the Operations Division of the NCRTD. The complaints are received by the Operations and Maintenance Manager. These are categorize by the type of complaint, and evaluated as to the seriousness of the complaint and whether or not a course of action needs to be taken, i.e. driver reprimand, driver retraining, vehicle maintenance, etc. This measure is intended to measure the percentage of complaints versus the total ridership for the month. Driver performance can be graded and we can see if more drivers training needs to be scheduled for particular drivers. Customers also have complained about routes, stops, dispatch, bus cleanliness and other various categories.

1. Penasco Route – A customer was very impressed with the service he received from the NCRTD driver and the service the NCRTD provides.
Operations Manager recognized the driver's good efforts. Sent an Above & Beyond card to be included in the monthly employee drawing.
2. Edgewood Route – The driver stated two passengers were arguing on the bus very loudly, other passengers complained that it made it a very uncomfortable trip.
The driver spoke to the woman regarding the complaint in which the woman apologized stating she was on the phone having an argument with her brother. She told the driver that it would never happen again.

FY 16-17 Number of Complaints

	Total	Schedule Issues	Driver Performance	Against other Passengers	Miscellaneous*	Percent VS Ridership
July	5	0	4	1	0	0.024%
August	3	0	3	0	0	0.012%
Sept	1	0	0	1	0	0.004%
Oct						
Nov						
Dec						
January						
Feb						
March						
April						
May						
June						
Total	9	0	7	2	0	0.039%

Performance Measure – Customer Relations: Customer Incidents

This performance measure calculates the number of customer incidents reported to the Operations and Maintenance Manager on a monthly basis. Customer incidents are any serious occurrence that may have an outcome that could be potentially hazardous to the driver or other passengers. These situations could be anything such as two passengers arguing over something, or a rider threatening a driver, or a non rider harassing a driver for not being on time. It could also be a passenger falling down on the bus, or a passenger stepping in front of the bus as it pulls away from the curb to stop it to get on the bus. This data is collected by the driver writing an incident report and turning it in to the Operations and Maintenance Manager. This is intended to measure the types of situations that arise and how frequently they arise on the various routes of service provided by the NCRTD. This measurement tells us the frequency of incidents versus the number of monthly riders. We can then see if additional training needs to be implemented for the driver to avoid or control incidents that may occur on his route.

1. West Side – A individual came out of the Espanola Dialysis Center waving the Westside driver down to stop for him. The driver waved back to the individual letting him know she would be back around in a few minutes. When the driver came back the individual was at the MVD stop waiting for the bus. When he boarded the bus he gave the driver his name, and told the driver he didn't have to wait at the MVD stop, that he always gets picked up at the Dialysis Center by the other drivers. He then stated to the driver that he had submitted an ADA application. The driver notified him that she had never been made aware of any arrangements for him to be picked up at the Espanola Dialysis and that she was only to stop at the designated stops.
2. West Side – While leaving the Espanola Hospital a vehicle began backing up and nearly hit the bus in doing so, at this time the driver sped up to avoid the accident. As the driver proceeded on the route she noticed that same vehicle was following her very closely. At the stop light the driver noticed the vehicle stopped only inches away from the right corner of the bus.
3. Turquoise Trails – A passenger on the Turquoise Trails route was upset the NCRTD bus schedule does not meet up directly with the Train and would need to wait 7 minutes for the train.
4. Taos/Santa Fe – A male passenger tried boarding the bus with two batteries. The driver explained to him that he was not allowed to bring those on board with him, the man exited the bus. At this time the man's female companion attempted to board the bus with the batteries in a plastic bag which tore upon boarding. The male passenger then tried to convince the driver to allow them to ride with the batteries in which the driver declined them service.
5. Riverside – While approaching the Park N Ride stop the driver observed a small child run towards the bus. The driver stopped to avoid hitting the child.
6. Chama – The driver asked a passenger to get off the bus after being very loud and disruptive.
7. Chama – A passenger became very loud and disruptive to the driver and other passengers. The driver asked him to be quiet until they reached the next designated stop in which he would have to exit the bus. The passenger continued to be disruptive and use profanity, which offended a young lady who was also riding the bus. The driver told this passenger that he was not allowed to ride the bus anymore if he was the driver on the route.
8. Chama – The driver refused services to a passenger who was drunk and belligerent. (Passenger is same as listed on Incident's number 6 & 7).

FY 16-17 Number of Customer Incidents

	Total	Driver-Non Rider	Rider-Rider	Driver-Rider	Rider	% of Ridership
July	8	2	3	0	3	0.038%
Aug	2	0	0	2	0	0.008%
Sept	8	2	0	5	1	0.033%
Oct						
Nov						
Dec						
Jan						
Feb						
March						
April						
May						
June						
Total	18	4	3	7	4	0.025%

PARATRANSIT
Performance Measures

for

Fiscal Year 2017

September 2016

DEMAND RESPONSE / PARATRANSIT
Performance Measures for
Fiscal Year 2017

The performance measures that were developed are designed to provide data that can be evaluated in a logical manner. It allows the District to identify areas in which its performance may need to be improved and to understand the characteristics and factors that impact that performance. In addition, to the extent feasible a peer comparison or a benchmark has been included as available or appropriate. This performance data is important since many times the District's costs, efficiencies and productivity is not measured against any benchmark or standard or attempts are made to compare it against systems that bear no similarities in mission, complexity or service area. Therefore, the data presented should provide some context in which to assess the District and its efforts to deliver services based upon its mission, goals and objectives."
The report data collected is grouped into 3 areas: Demand Response Administrative, Paratransit Operations and Customer Relations:

1. **Demand Response Administrative:**
   - **A. Ridership, All Demand Response Routes**
   - **B. Ridership, Demand Response Paratransit**
   - **C. Demand Response Operational Cost**
   - **D. Cost Per Mile**
   - **E. Cost Per Trip**

2. **Paratransit Operations**
   - **A. Cancellations**
   - **B. Late Cancellations**
   - **C. No-Shows**
   - **D. On-Time Performance**
   - **E. Trip Length**

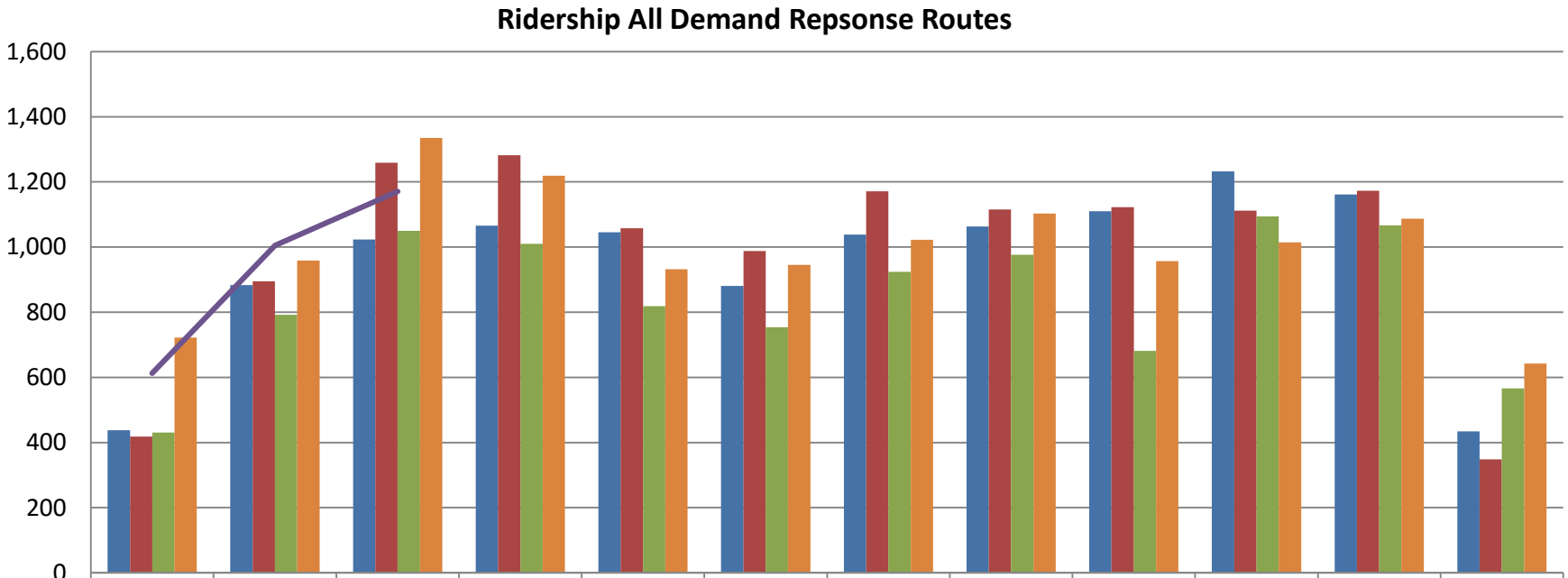
3. **Customer Relations:**
   - **A. Complaints**
   - **B. Incidents**

The closest peer comparison is Rio Metro Regional Transit District-Sandoval/Valencia County for 2014. Theirs covers a large area as does NCRTD giving a close comparable to cost per mile. Their percentage of Demand Response trips are 46% of their total ridership, higher than NCRTD's at 4.7%, showing a considerable spread on the cost per trip. The FTA benchmarking data used originates from the Rural Transit Fact Book 2014. The data is for 2012 in FTA Region 6, rural providers which includes New Mexico, Texas, Oklahoma, Arkansas and Louisiana.

Performance Measure - Administrative:

Ridership Tracking of All Demand Response Routes

This measurement tracks the number of rides (trips) taken each month on all the demand response routes within the district. This graph shows the NCRTD demand response ridership numbers, and compares them each month, identifying any increases or decreases in the number of monthly trips. This also indicates how well the regional district is continuing to address the issue of accessible mobility by routes that are in areas where there is public demand.



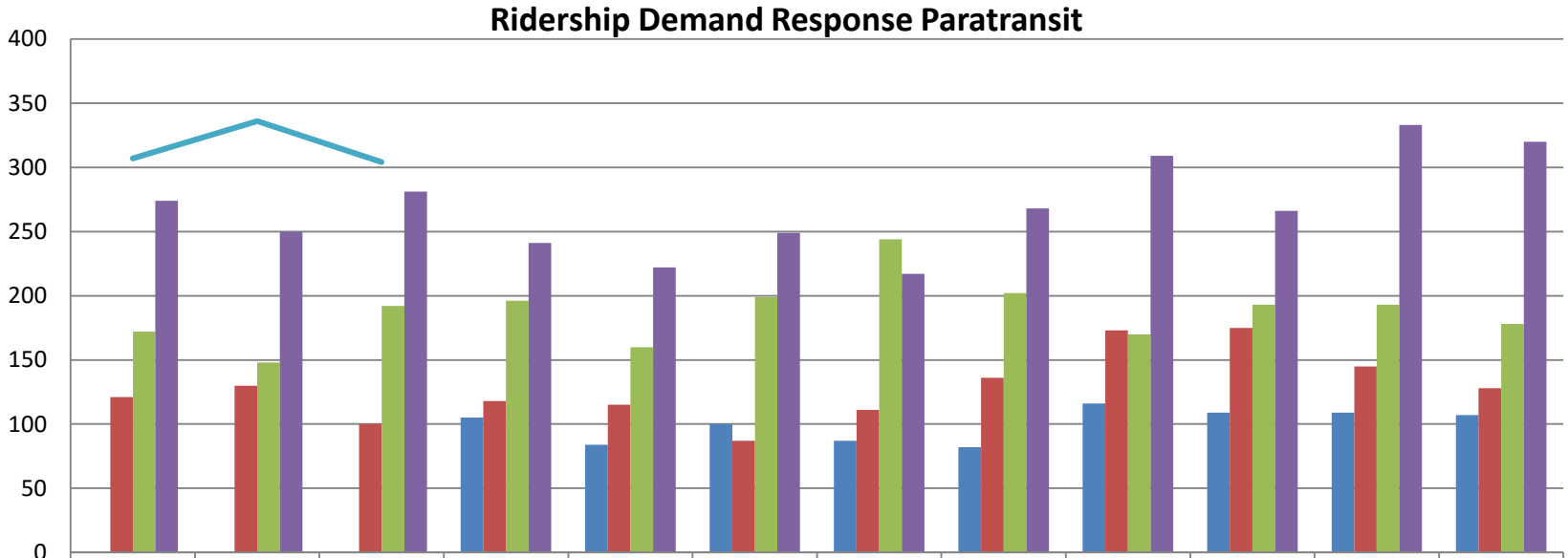
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 12-13	438	883	1,023	1,066	1,045	881	1,038	1,063	1,110	1,232	1,161	434
FY 13-14	418	895	1,259	1,282	1,058	988	1,171	1,115	1,122	1,112	1,173	348
FY 14-15	431	792	1,050	1,010	819	754	924	976	681	1,094	1,067	566
FY 15-16	722	959	1,335	1,219	932	945	1,022	1,103	957	1,014	1,087	642
FY 16-17	613	1,005	1,171									

FY12/13 = 11,374 FY13/14 = 11,941 FY14/15 = 10,164 FY15/16 = 11,937 FY16/17 = 2,789

Performance Measure - Administrative:

Ridership Tracking of Demand Response / ADA Paratransit Trips

This ridership data represents the number of ADA paratransit trips that occurred each month within the demand response routes. This also includes any ADA eligible trips that occurred on the fixed/flex routes. Please note that this an incomplete chart at this time will be updated as ADA Paratransit ridership can be mined from the historical data.

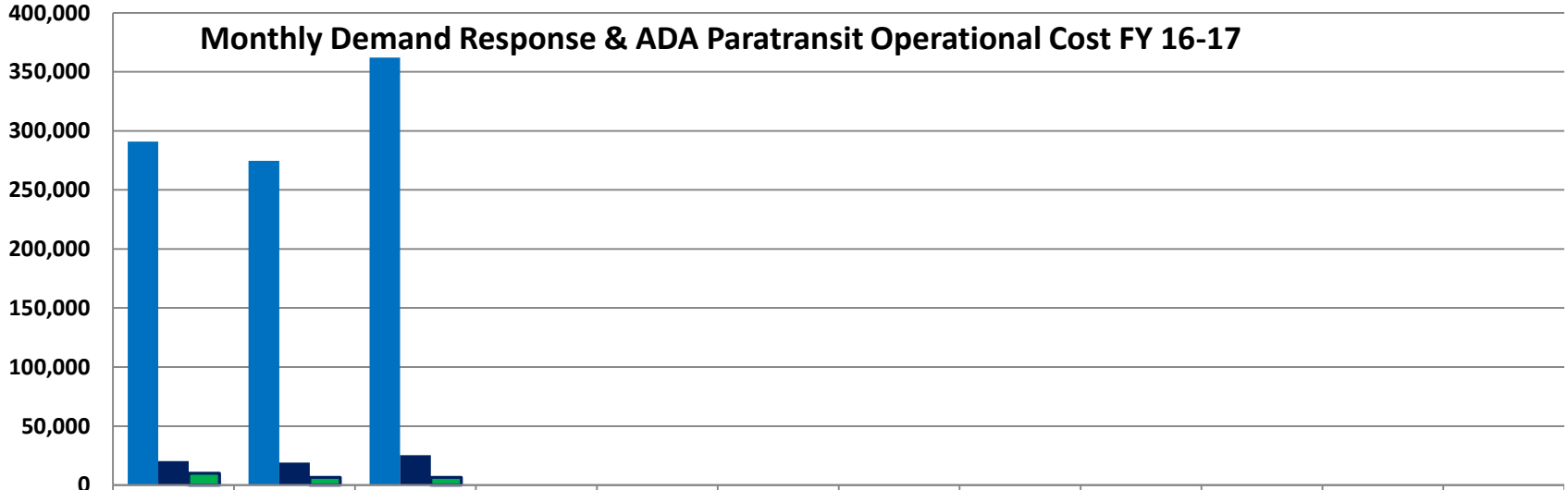


	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 12-13	0	0	0	105	84	100	87	82	116	109	109	107
FY 13-14	121	130	100	118	115	87	111	136	173	175	145	128
FY 14-15	172	148	192	196	160	199	244	202	170	193	193	178
FY 15-16	274	250	281	241	222	249	217	268	309	266	333	320
FY 16-17	307	336	304									

FY 12/13 = 899 FY13/14 = 1,539 FY 14/15 = 2,247 FY 15/16 = 3,230 FY 16/17 = 947

Monthly Demand Response & ADA Paratransit Operational Costs

The NCRTD's Finance Department provides the administrative and operating expenses in a monthly budget status report. It is important to measure the operational costs to maintain a balanced budget, as well as tracking the administrative and operating margins. This data is used in determining the cost per trip and the cost per mile. The operating budget for demand response is 6.97% of the overall operating budget. Each month's operating expenditures are calculated at 6.97% to acquire a crude demand response share. That share is then calculated to a percentage of the actual ADA trips for the month to determine a cost for paratransit. This number will be used to calculate cost per mile and cost per trip.



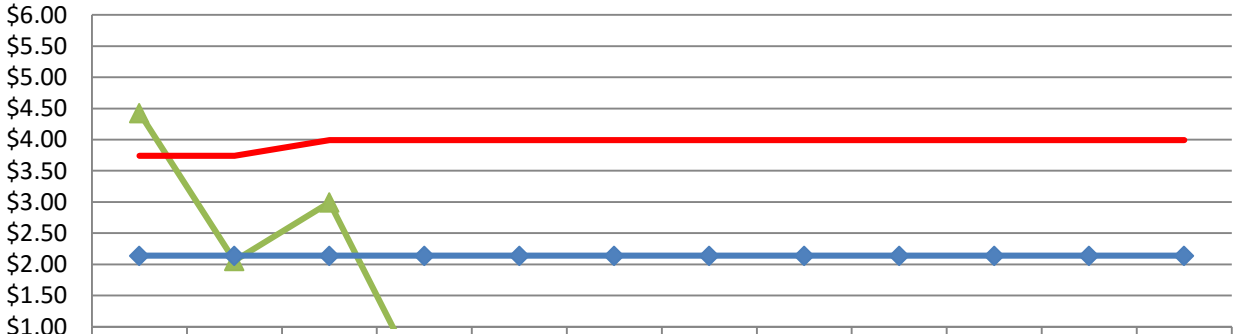
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Total Operations	$291,021	$274,745	$362,197									
Demand Ops	$20,285	$19,150	$25,245									
Paratransit Cost	$10,143	$6,511	$6,564									

YEAR TO DATE: FY 16-17= **$23,218**

Paratransit Operational Cost per Vehicle Mile

The Paratransit Cost per vehicle mile is the total operating costs per month in relation to the percentage of ADA vehicle miles per month traveled . The mileage data is logged daily for each route and compiled into a monthly report. As a cost efficiency measure, operating costs per vehicle mile assesses the financial resources needed for the District's demand response paratransit route operations. This measurement is a beneficial tool for the planning and operation's departments. The NM Department of Transportation uses this as one of their performance measures in the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 and 5310 funding. The peer comparison is Rio Metro Regional Transit District-Sandoval/Valencia County for 2014. Theirs covers a large area as does NCRTD giving a close comparable. Data from the 2014 Rural Transit Data Fact Book with data from 2012, specifically FTA's District 6 (our district) annual cost per trip is included as a benchmark.

Paratransit Operating Cost Per Vehicle Mile

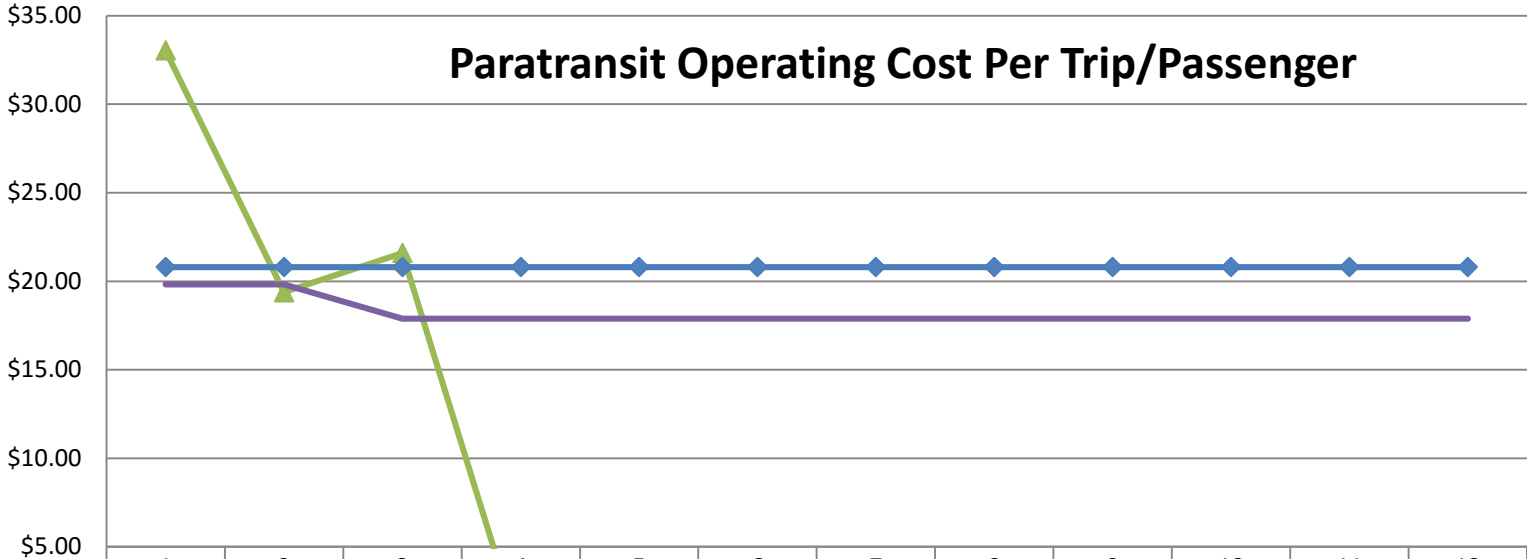


	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Mile	$4.43	$2.06	$2.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sandoval/Valencia County	$3.74	$3.74	$3.99	$3.99	$3.99	$3.99	$3.99	$3.99	$3.99	$3.99	$3.99	$3.99
Region 6 Total Cost Per Mile	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14

Performance Measure - Administrative:

Paratransit Operating Cost per Trip

The paratransit cost per trip is computed on a monthly basis by dividing the paratransit monthly operating costs from the paratransit cost (chart above), by the total monthly number of trips (ridership). NM Department of Transportation uses this as one of their performance measures to the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 and 5310 funding. This is a management tool to track our cost per trip vs. the amount of budget being spent to operate a particular route as well as collectively for all routes.. The peer comparison is Rio Metro Regional Transit District-Sandoval/Valencia County for 2014. Theirs covers a large area as does NCRTD giving a close comparable . Data from the 2014 Rural Transit Data Fact Book with data from 2012, specifically FTA's District 6 (our district) annual cost per trip is included as a benchmark.



	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Trip	$33.04	$19.38	$21.59	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sandoval/Valencia County	$19.82	$19.82	$17.89	$17.89	$17.89	$17.89	$17.89	$17.89	$17.89	$17.89	$17.89	$17.89
Region 6 Total Cost Per Trip	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80

Performance Measure – Paratransit Operations:

Cancellations, Late Cancellations and No-Shows

Cancellations, Late Cancellations and No-shows by the paratransit rider are tracked as a performance measure. A late cancellation (cancelled within 2 hours of the scheduled trip) is counted as a No-Show. When a rider has accumulated 3 No-Shows in a 30 day period, he/she may be subject to a 30 day suspension of service.

Cancellations = 34 **Late Cancellations = 17** **No-shows = 3**

On Time Performance and Trip Length tracked for scheduling and driver performance. On-Time performance is considered on-time from 10 minutes before to 20 minutes after the scheduled pickup time for the scheduled ride. This is reflected in the percentages of total trips that were early, late and on time. The performance goal for this measure is to attain 90% On-time.

Early = 36.68% **On Time = 62.73%** **Late = .59%**

Trip length is measured to determine the average trip length riders are on the bus during their trip as the rides are shared with other rider's pick up and drop offs. This is considered acceptable when ride time is not longer than twice the time it would take to make the ride on a fixed route bus. The average trip time on comparable fixed routes is 15 minutes.

Average Trip Length Per Client = 23.12 Minutes, 8.2 Miles On Board

Performance Measure – Customer Relations:

Complaints per Month

This performance tracks monthly the number and type of complaints received by the Operations Division of the NCRTD. The complaints are received by the Operations and Maintenance Manager. These are categorize by the type of complaint, and evaluated as to the seriousness of the complaint and whether or not a course of action needs to be taken, i.e. driver reprimand, driver retraining, vehicle maintenance, etc. This measure is intended to measure the percentage of complaints versus the total ridership for the month. Driver performance can be graded and we can see if more drivers training needs to be scheduled for particular drivers. Customers also have complained about routes, stops, dispatch, bus cleanliness and other various categories.

September 2016 ADA Complaints

No ADA complaints in September 2016

FY 16-17 Number of Complaints

	Total	Scheduling Issues	Driver Performance	CSR/Dispatch	Miscellaneous*	Percent VS Ridership
July	0	0	1	0	0	0.33%
August	0	1	0	0	0	0.30%
Sept	0	0	0	0	0	0.00%
Oct						
Nov						
Dec						
January						
Feb						
March						
April						
May						
June						
Total	2	1	1	0	0	0.21%

Customer Incidents

This performance measure calculates the number of customer incidents reported to the Operations and Maintenance Manager on a monthly basis. Customer incidents are any serious occurrence that may have an outcome that could be potentially hazardous to the driver or other passengers. These situations could be anything such as two passengers arguing over something, or a rider threatening a driver, or a non rider harassing a driver for not being on time. It could also be a passenger falling down on the bus, or a passenger stepping in front of the bus as it pulls away from the curb to stop it to get on the bus. This data is collected by the driver writing an incident report and turning it in to the Operations and Maintenance Manager. This is intended to measure the types of situations that arise and how frequently they arise on the various routes of service provided by the NCRTD. This measurement tells us the frequency of incidents versus the number of monthly riders. We can then see if additional training needs to be implemented for the driver to avoid or control incidents that may occur on his route.

1. Demand Response – While driving out of a passenger's driveway the step on the right side of the bus bent. Driver notified Supervisor and Fleet Manager.
2. Demand Response – While picking up a passenger the driver explained to her that she would drop her off at her requested stop and would be back for her after she took another passenger home. The passenger didn't want to wait and got off the bus.
3. Demand Response – A passenger was upset with the driver stating he was late in picking him up. After he was loaded on the bus this same passenger then began talking and soon arguing with another passenger on the bus.
4. Demand Response – A passenger became very upset with the driver after the driver was dispatched to pick up two other riders along the route who would then cause him to be late for his doctor's appointment.

FY 16-17 Number of Customer Incidents

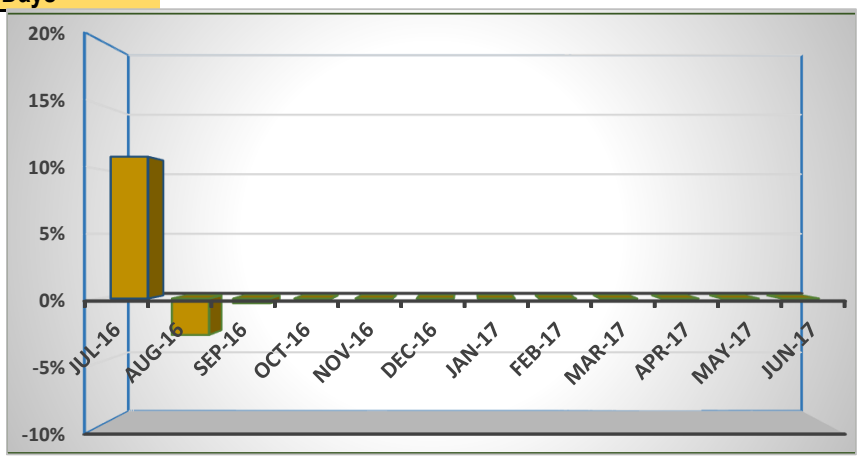
	Total	Driver-Non Rider	Rider-Rider	Driver-Rider	Rider	% of Ridership
July	3	0	1	0	2	0.98%
Aug	0	0	0	0	0	0.00%
Sept	4	1	1	0	2	0.99%
Oct						
Nov						
Dec						
Jan						
Feb						
March						
April						
May						
June						
Total	7	1	2	0	4	0.63%

NCRTD Monthly Ridership Summary

September 1 through September 30, 2016

Calendar Operating Days

	This Year
Jul-16	20
Aug-16	31
Sep-16	30
Oct-16	
Nov-16	
Dec-16	
Jan-17	
Feb-17	
Mar-17	
Apr-17	
May-17	
Jun-17	



Monthly System Totals

	This Year	Last Year	%Change
NCRTD Operated	24,227	23,498	**3.10%**
NCRTD Funded	21,877	29,077	**-24.76%**
All Systems Funded Total	46,104	52,575	**-12.31%**

Year to Date Totals

	This Year	Last Year	Difference	%Change
NCRTD Operated	71,122	65,165	5,957	**9.14%**
NCRTD Funded	69,582	76,058	-6,476	**-8.51%**
All Systems Funded Total	140,704	141,223	-519	**-0.37%**

System Daily Averages

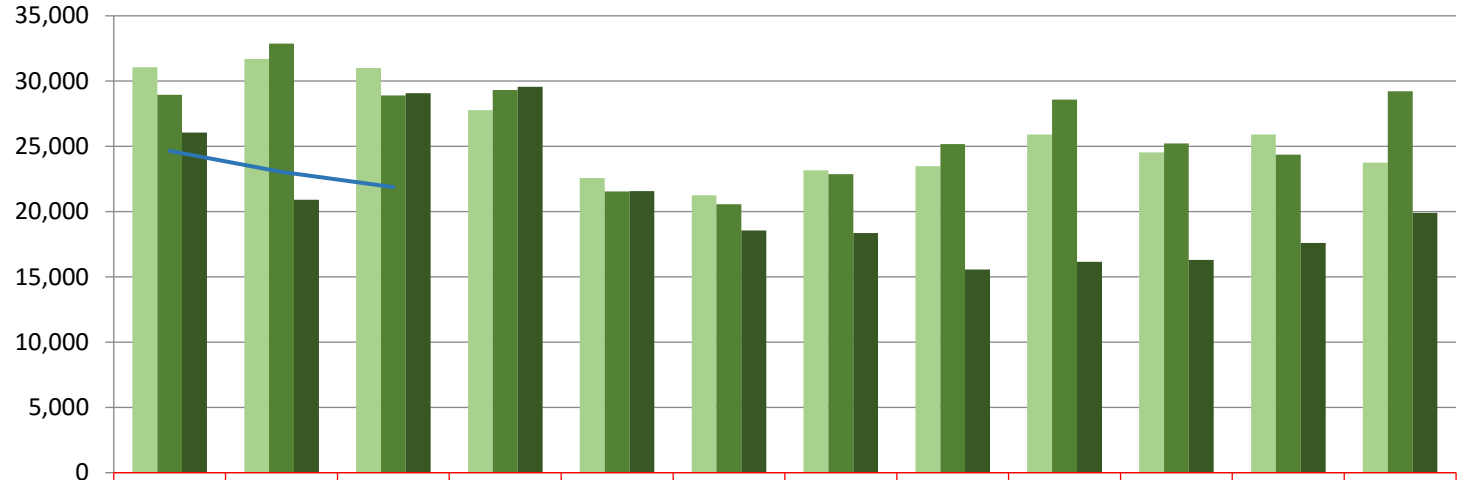
	This Year	Last Year	% Change
NCRTD Operated	808	783	**3.19%**
NCRTD Funded	1,042	1,385	**-24.77%**
Systems Total	1850	2168	**-14.67%**

Total Ridership YTD % Change

Jul-16	10.95%
Aug-16	-2.84%
Sep-16	-0.37%
Oct-16	
Nov-16	
Dec-16	
Jan-17	
Feb-17	
Mar-17	
Apr-17	
May-17	
Jun-17	

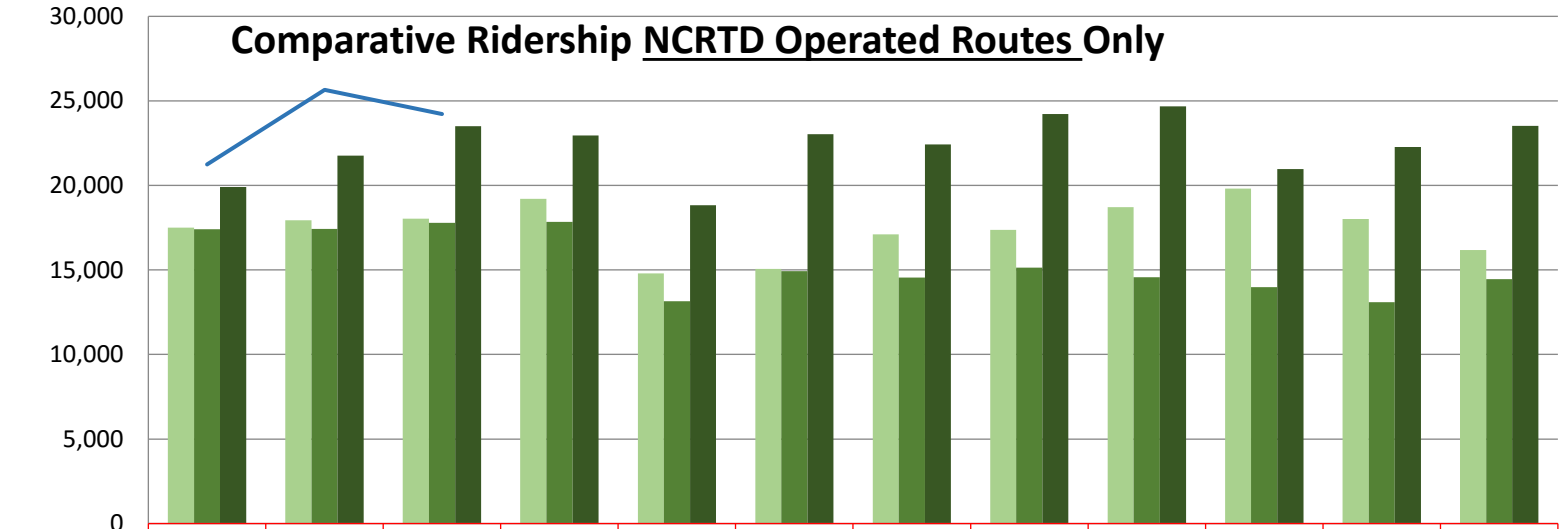
Sep-2016
Ridership Report

Comparative Ridership NCRTD Funded Routes



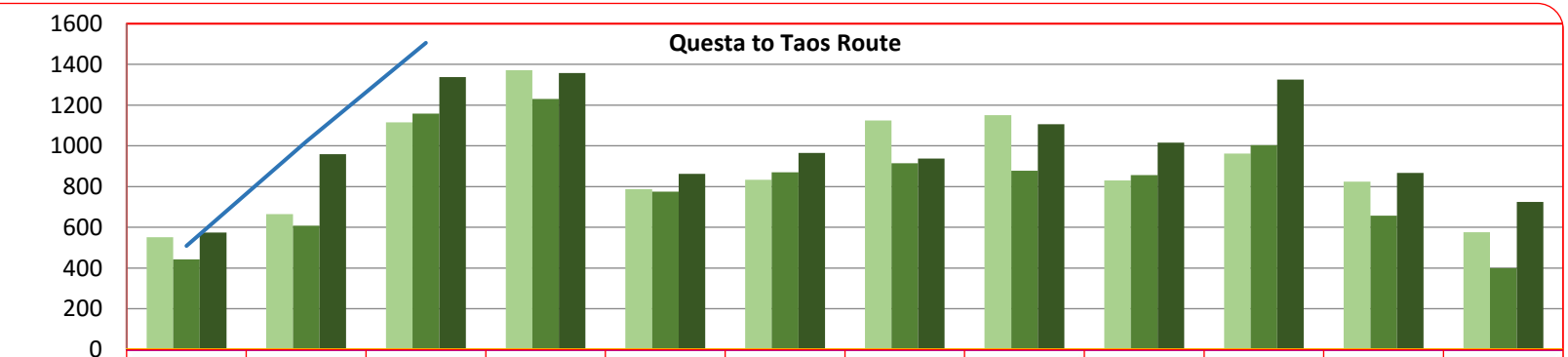
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY13-14	31,048	31,690	31,001	27,771	22,577	21,251	23,169	23,491	25,908	24,531	25,909	23,747
FY14-15	28,959	32,876	28,899	29,309	21,547	20,576	22,877	25,186	28,586	25,212	24,360	29,229
FY15-16	26,067	20,914	29,077	29,566	21,569	18,551	18,369	15,566	16,155	16,292	17,609	19,906
FY16-17	24,656	23,049	21,877									

FY12-13= 269,146 / FY13-14= 312,093 / FY14-15= 317,616 / FY15/16= 249,641 / FY16/17= 61,116



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY13-14	17,504	17,934	18,033	19,205	14,792	15,069	17,102	17,380	18,719	19,804	18,021	16,187
FY14-15	17,415	17,419	17,781	17,843	13,155	14,933	14,545	15,134	14,578	13,983	13,087	14,447
FY15-16	19,899	21,768	23,498	22,962	18,824	23,033	22,425	24,214	24,675	20,963	22,273	23,516
FY16-17	21,241	25,654	24,227									

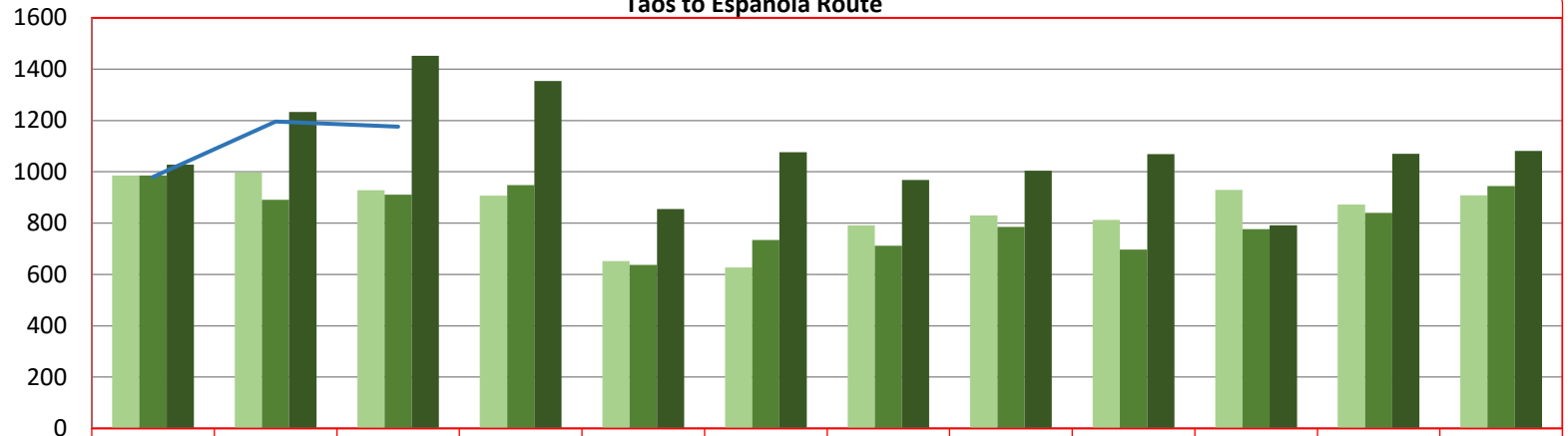
FY12-13= 193,027 / FY13-14= 209,750 / FY14/15= 184,320 / FY15/16= 268,050 / FY16/17= 71,122



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY13/14	552	665	1116	1371	787	833	1125	1151	830	962	824	576
FY14/15	443	608	1158	1230	775	870	915	878	856	1004	657	400
FY15-16	574	960	1338	1358	863	965	938	1106	1016	1325	867	725
FY16-17	509	1021	1506									

FY12-13= 12,913 / FY13-14= 10,792 / FY14/15= 9,794 / FY15/16= 12,035 / FY16/17= 3,036

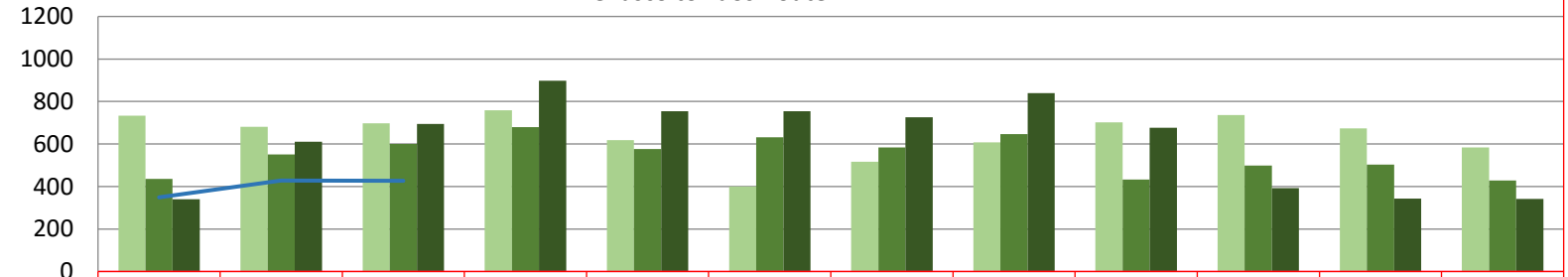
Taos to Espanola Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	985	998	928	907	652	627	792	830	813	930	872	909
FY14-15	986	891	911	948	637	734	712	785	697	776	840	945
FY15-16	1028	1233	1452	1354	855	1077	968	1004	1069	792	1070	1081
FY16-17	980	1196	1176									

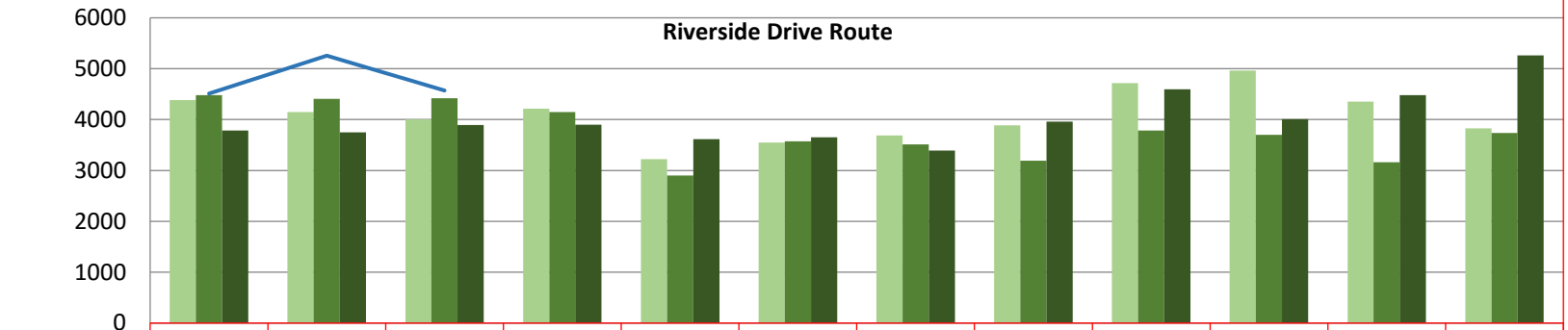
FY12-13= 10,500 / FY13-14= 10,243 / FY14/15= 9,862 / FY15/16= 12,983 / FY16/17= 3,352

Penasco to Taos Route



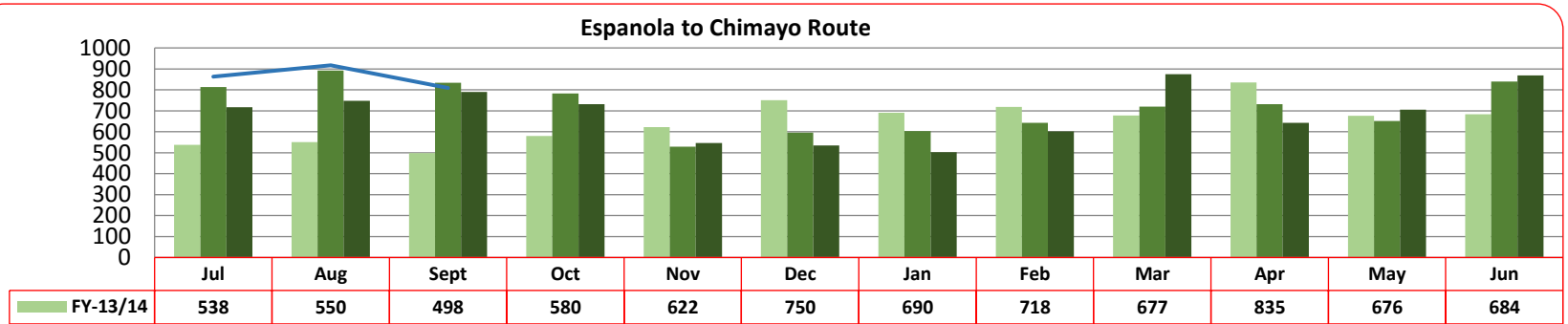
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	733	681	697	759	618	400	516	608	702	736	674	583
FY14-15	436	551	600	680	576	632	583	647	432	499	503	428
FY15-16	340	611	695	898	754	754	725	839	676	392	343	341
FY16-17	349	428	426									

FY12-13= 9,189 / FY13-14= 7,707 / FY14/15= 6,567 / FY15/16= 7,368 / FY16/17= 1,203



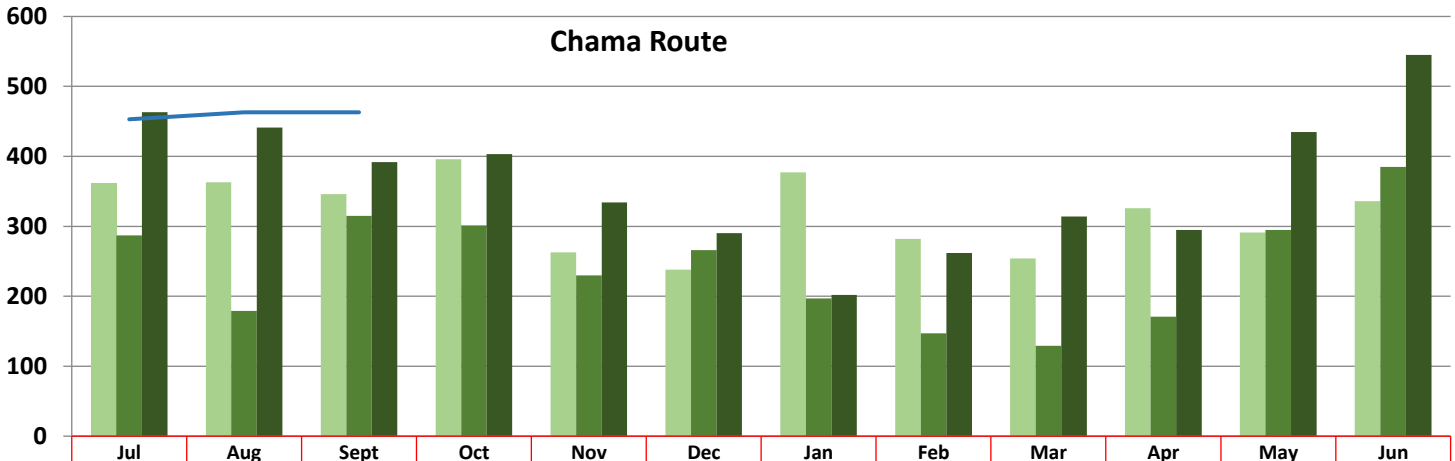
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	4382	4145	4001	4213	3220	3548	3687	3890	4716	4962	4354	3825
FY14-15	4479	4405	4422	4146	2902	3572	3509	3190	3783	3700	3164	3735
FY15-16	3785	3748	3891	3902	3613	3649	3392	3957	4596	4008	4479	5259
FY16-17	4511	5255	4570									

FY12-13= 41,470 / FY13-14= 48,943 / FY14/15= 45,007 / FY15/16= 48,279 / FY16/17= 14,336



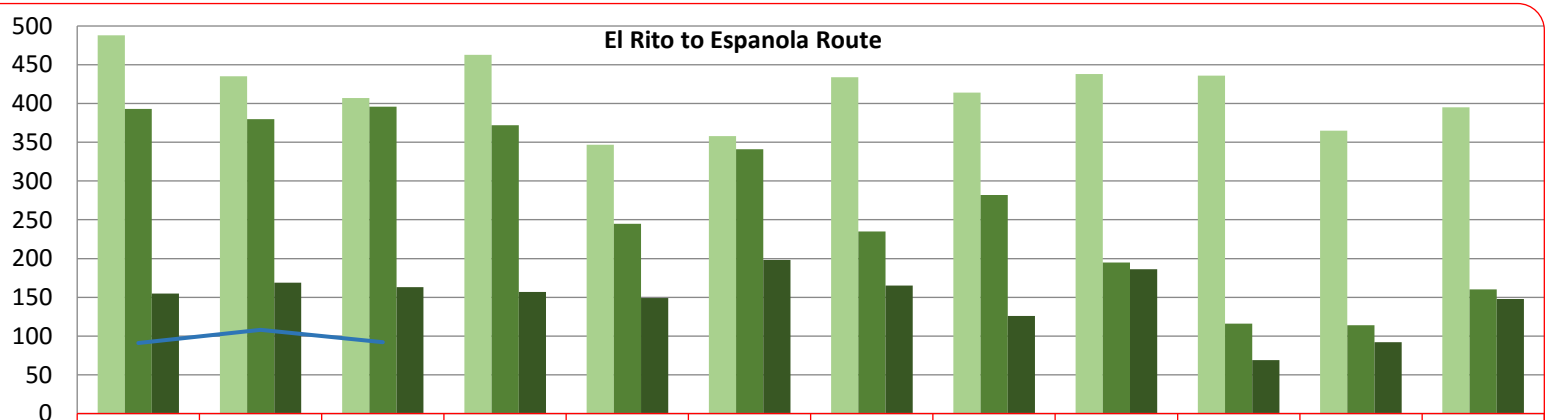
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	538	550	498	580	622	750	690	718	677	835	676	684
FY14-15	814	892	833	782	528	596	603	642	720	732	651	840
FY15-16	717	748	790	732	546	535	502	601	874	643	705	868
FY16-17	863	917	809									

FY12-13= 6,645 / FY13-14= 7,818 / FY14/15= 8,633 / FY15/16= 8,261 / FY16/17= 2,589



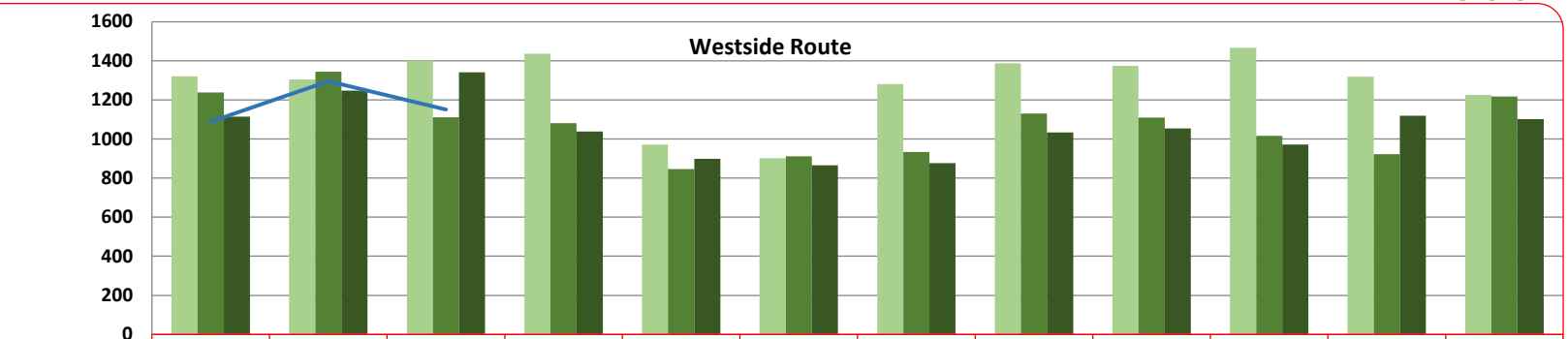
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	362	363	346	396	263	238	377	282	254	326	291	336
FY-14/15	287	179	315	301	230	266	197	147	129	171	295	385
FY-15/16	463	441	392	403	334	290	202	262	314	295	435	545
FY16-17	453	463	463									

FY12-13= 3,292 / FY13-14= 3,834 / FY14/15= 2,902 / FY15/16= 4,376 / FY16/17= 1,379



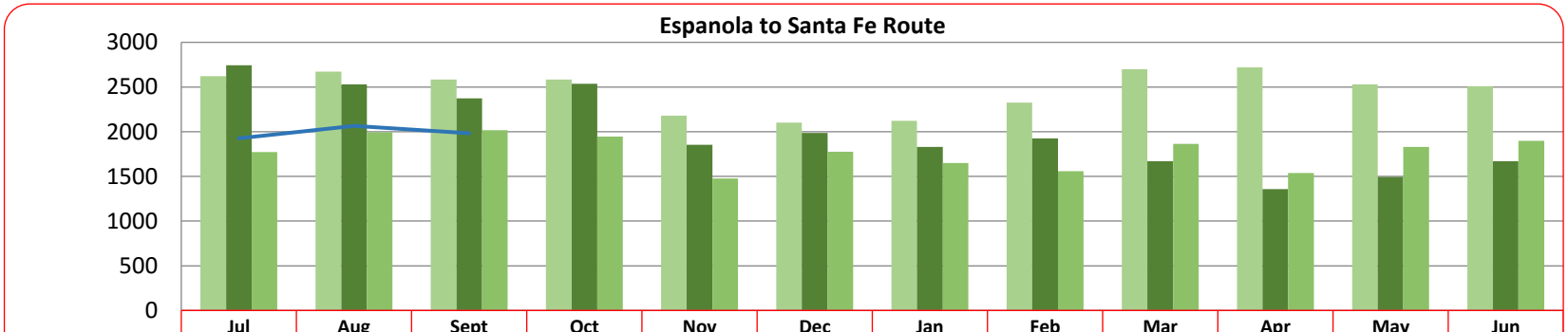
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	488	435	407	463	347	358	434	414	438	436	365	395
FY14/15	393	380	396	372	245	341	235	282	195	116	114	160
FY15-16	155	169	163	157	149	198	165	126	186	69	92	148
FY16-17	91	108	92									

FY12-13= 4,876 / FY13-14= 4,980 / FY14/15= 3,229 / FY15/16= 1,777 / FY16/17= 291



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	1321	1305	1402	1437	972	902	1281	1388	1374	1467	1319	1225
FY14/15	1239	1345	1111	1082	846	912	933	1130	1110	1016	923	1217
FY15-16	1114	1248	1341	1038	899	866	876	1033	1055	972	1120	1102
FY16-17	1089	1296	1151									

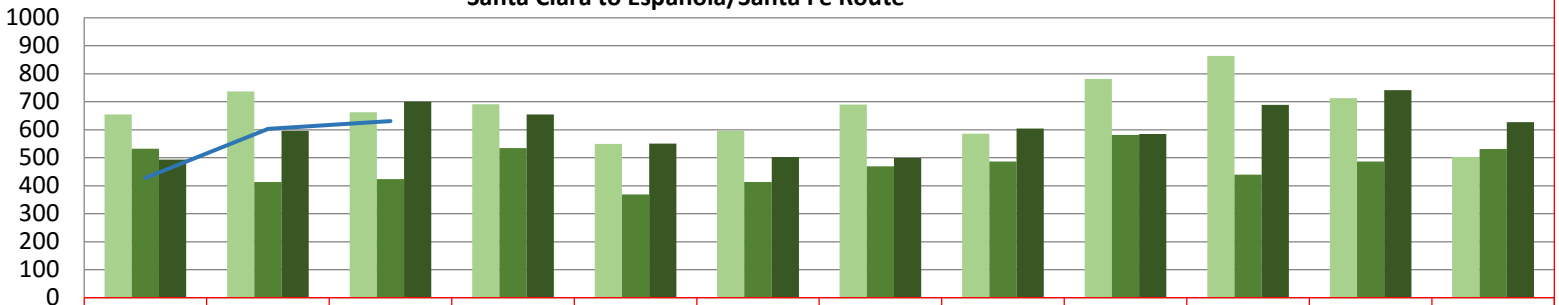
FY12-13= 13,359 / FY13-14= 15,393 / FY14-15= 12,864 / FY15-16= 12,664 / FY16/17= 3,536



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 13/14	2620	2671	2583	2583	2179	2102	2123	2325	2700	2718	2531	2508
FY14/15	2744	2529	2374	2536	1855	1987	1831	1925	1670	1357	1494	1670
FY15-16	1771	1993	2016	1945	1475	1777	1651	1557	1863	1537	1831	1897
FY16-17	1926	2065	1984									

FY12-13= 25,286 / FY13-14= 29,643 / FY14-15= 23,972 / FY15-16= 21,313 / FY16/17= 5,975

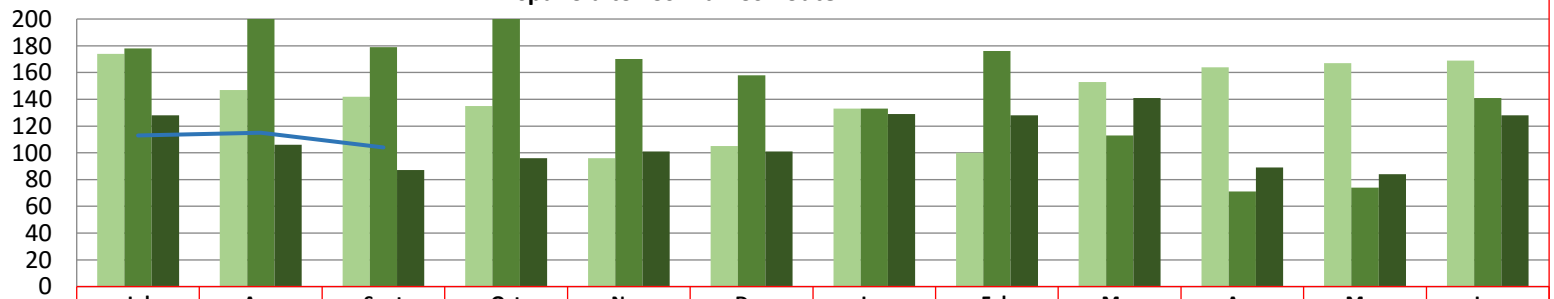
Santa Clara to Espanola/Santa Fe Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	655	737	663	691	549	596	690	586	781	864	713	502
FY14/15	532	413	424	534	369	413	469	487	581	440	487	531
FY15-16	493	596	700	655	550	502	499	604	585	689	742	627
FY16-17	428	603	631									

FY12-13 =7,225 /FY13-14= 8,027 / FY14-15= 5,680 / FY15-16= 7,242 / FY16/17= 1,662

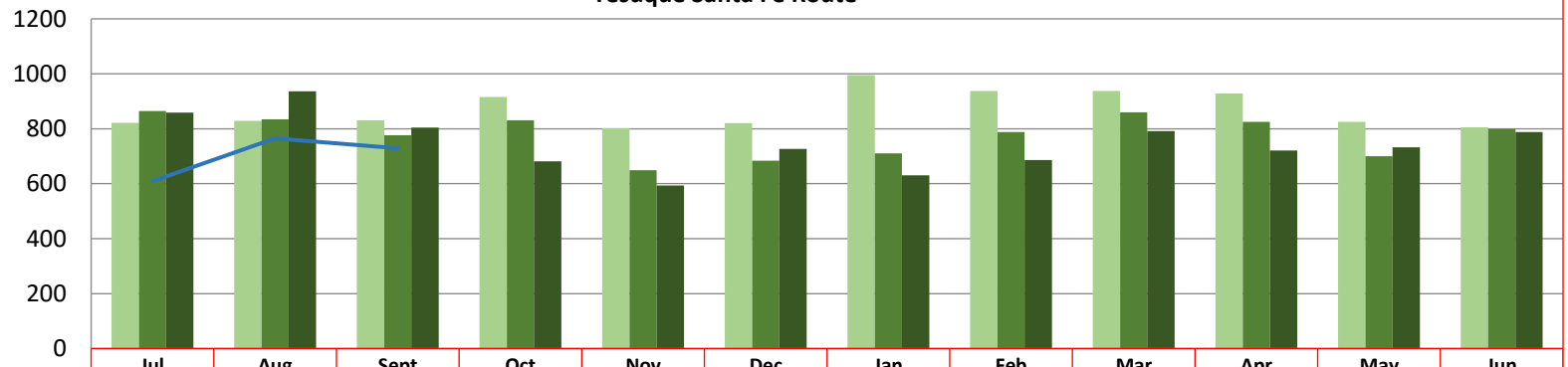
Espanola to Los Alamos Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	174	147	142	135	96	105	133	100	153	164	167	169
FY-14/15	178	217	179	210	170	158	133	176	113	71	74	141
FY-15/16	128	106	87	96	101	101	129	128	141	89	84	128
FY16-17	113	115	104									

FY12-13 = 1,461 / FY13-14= 1,685 / FY14-15= 1,820 / FY15-16= 1,318 / FY16/17= 332

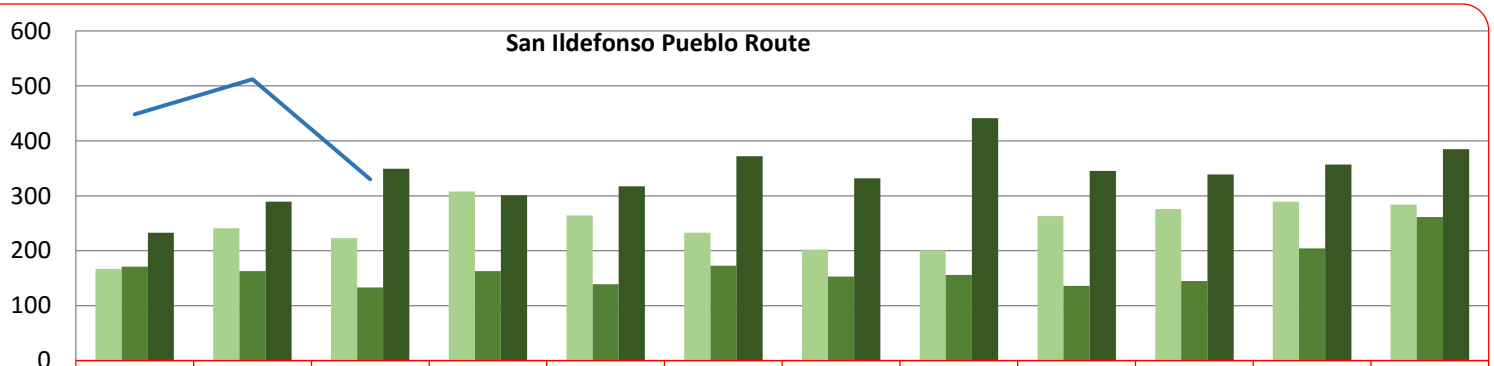
Tesuque Santa Fe Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	822	829	831	916	802	820	995	937	938	928	825	805
FY14/15	865	834	777	831	649	684	711	788	860	825	700	798
FY15-16	859	936	804	682	593	727	630	686	791	721	733	788
FY16-17	609	765	729									

FY12-13 = 7,524 / FY13-14= 10,448 / FY14-15= 9,322 FY15-16= 8,950 / FY16/17= 2,103

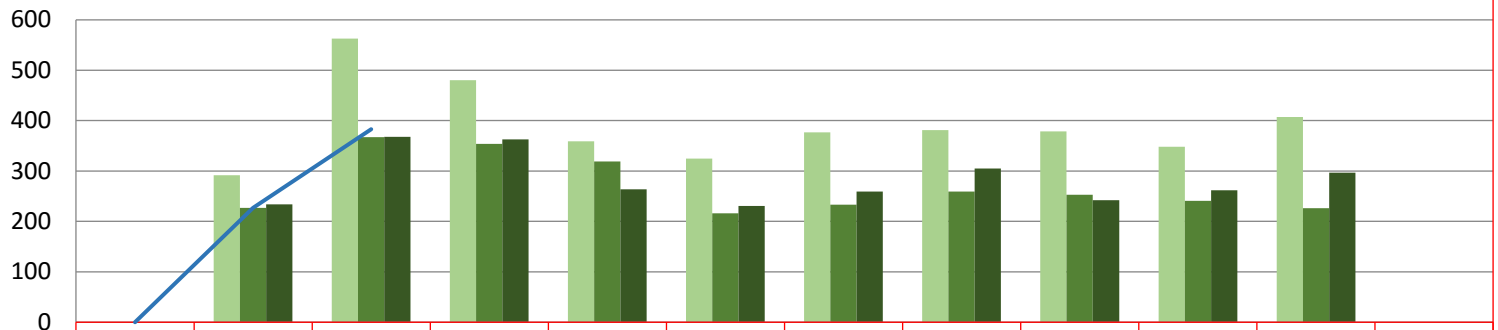
San Ildefonso Pueblo Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	167	241	223	308	264	233	202	201	263	276	289	284
FY14/15	171	163	133	163	139	173	153	156	136	145	204	261
FY15-16	233	289	349	301	317	372	332	441	345	339	357	385
FY16-17	448	512	330									

FY12-13= 3,347/ FY13-14= 2,951 / FY14-15= 1,997 / FY15-16= 4,060 / FY16/17= 1,290

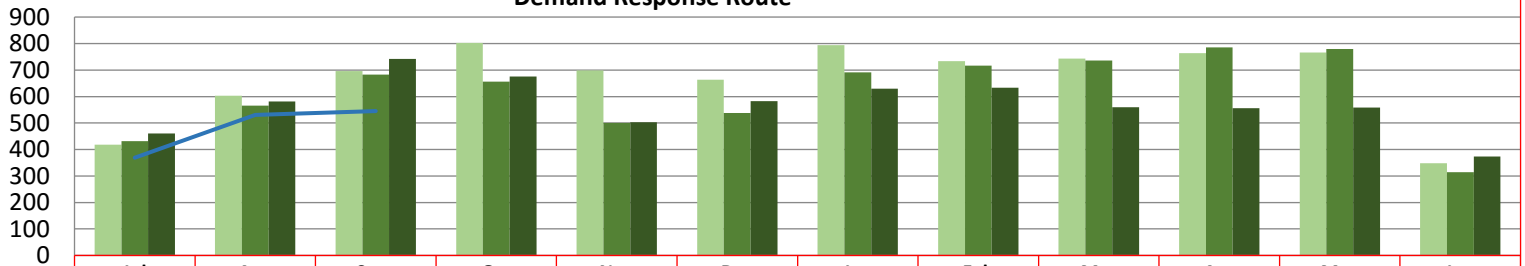
Demand Response Pojoaque Students



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	0	292	563	480	359	325	377	381	379	348	407	0
FY14/15	0	227	367	354	319	216	233	259	253	241	226	0
FY15-16	0	234	368	363	264	231	259	305	242	262	297	0
FY16-17	0	227	383									

FY12-13= 3,515 / FY13-14 = 3,911 / FY14-15= 2,695 / FY15-16= 2,825 / FY16/17= 610

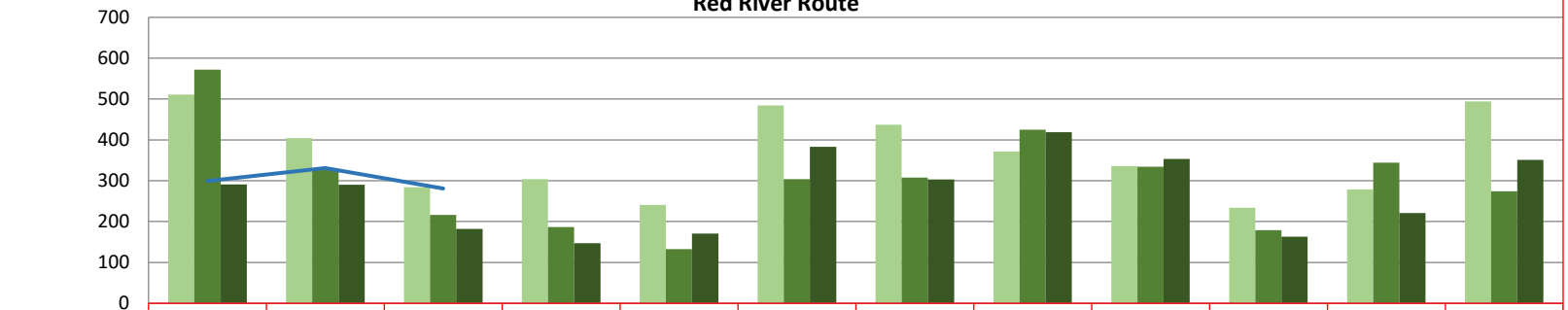
Demand Response Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	418	603	696	802	699	663	794	734	743	764	766	348
FY14/15	431	565	683	656	500	538	691	717	736	786	780	314
FY15-16	461	581	742	675	503	583	630	633	560	556	558	373
FY16-17	369	531	545									

FY12-13= 7,859 / FY13-14= 8,030 / FY14-15= 7,397 / FY15-16= 6,855 / FY16/17= 1,445

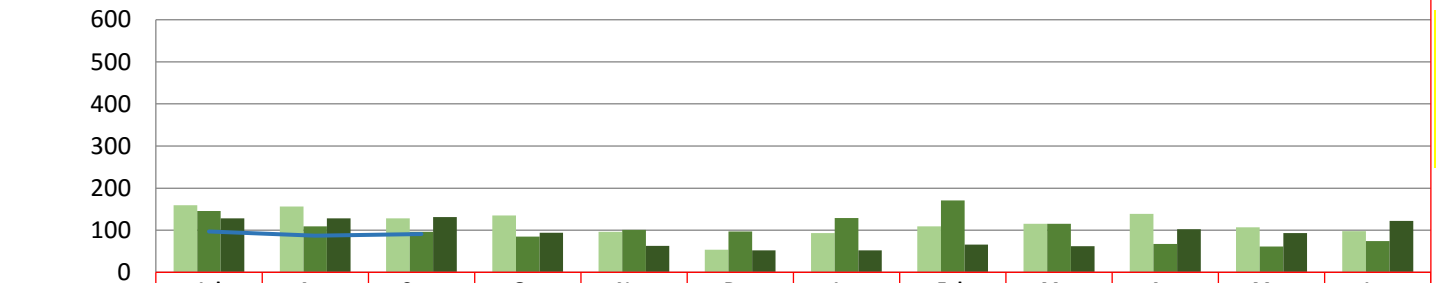
Red River Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	511	404	284	304	241	484	437	372	336	234	279	494
FY14/15	572	329	216	187	133	304	308	425	334	179	344	274
FY15-16	291	290	182	147	171	383	303	419	353	163	221	351
FY16-17	299	331	281									

FY12-13= 5,319 / FY13-14= 4,380 / FY14-15= 3,605 / FY15-16= 3,274 / FY16/17= 911

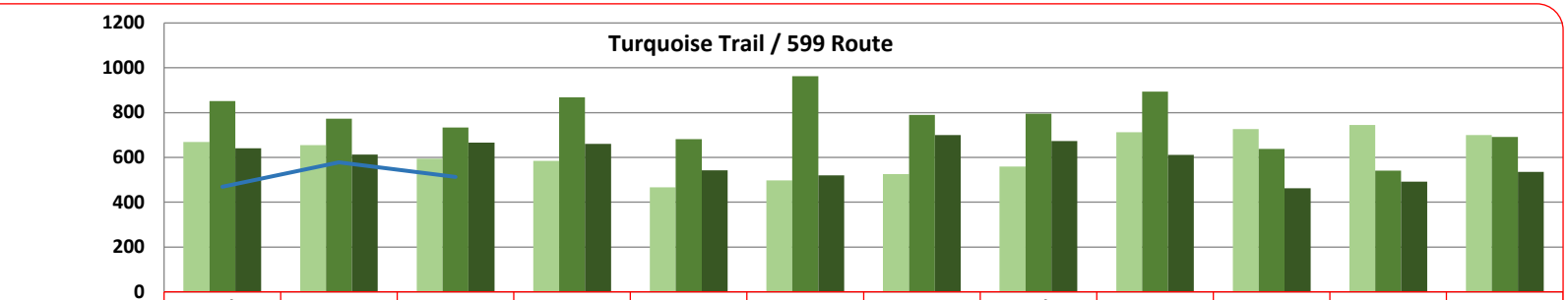
Pojoaque/Nambe Dial-A-Ride Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	159	156	128	135	96	54	93	109	115	139	107	98
FY14/15	146	109	96	85	101	97	129	171	115	67	61	74
FY15-16	128	128	131	94	63	52	52	66	62	102	93	122
FY16-17	97	87	91									

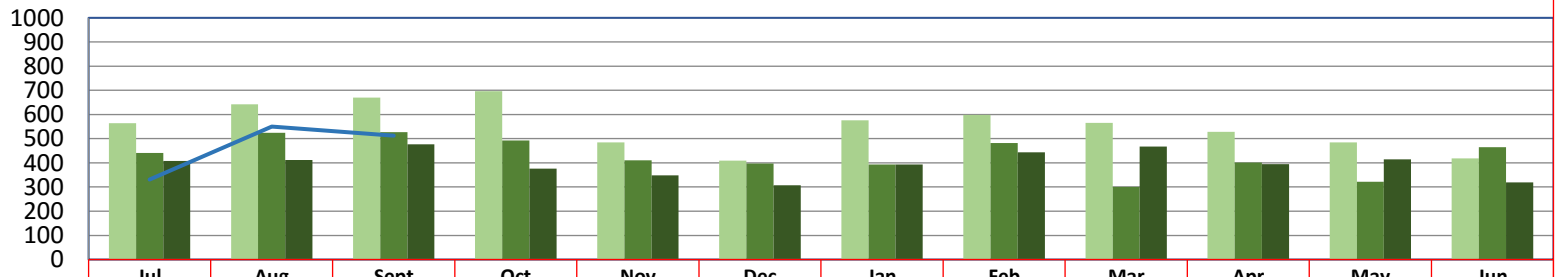
FY12-13= 2,035 / FY13-14= 1,389 / FY 14-15= 1,251 / FY15-16= 1,093 / FY16/17= 275

Pojoaque Route has been changed to Pojoaque Dial A Ride effective 03/16/2015.



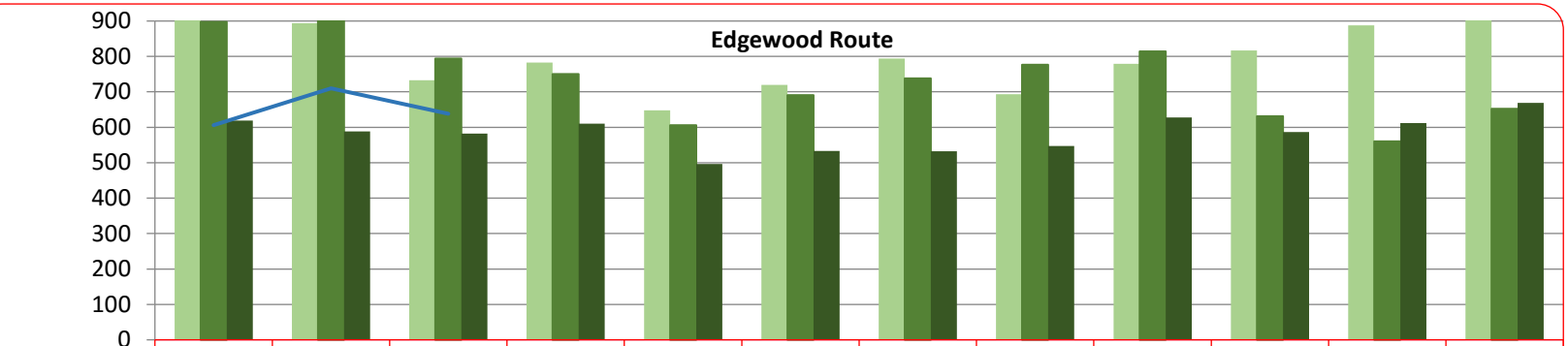
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	669	655	594	585	467	498	526	559	713	727	745	700
FY14/15	852	773	733	869	682	962	789	795	894	638	541	692
FY15-16	641	613	666	660	542	520	700	673	611	462	492	536
FY16-17	469	578	513									

FY12-13= 5,899 / FY13-14= 7,438 / FY14-15= 9,220 / FY15-16= 7,116 / FY16/17= 1,560



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	564	642	670	697	485	409	576	598	565	528	484	418
FY14/15	441	524	527	492	410	397	393	482	300	401	322	465
FY15-16	408	412	477	376	348	307	393	443	468	394	415	319
FY16-17	331	550	512									

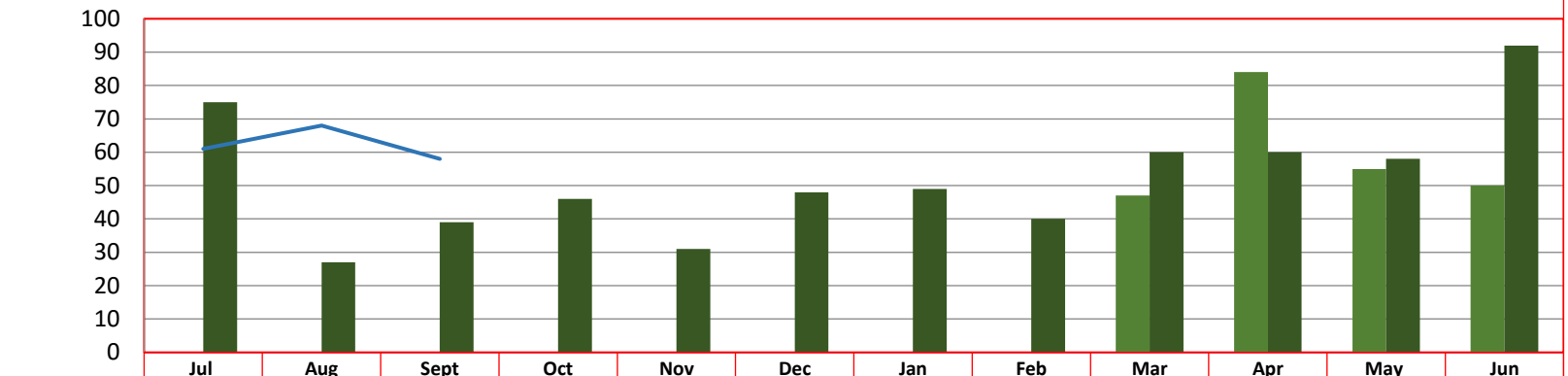
FY12-13= 7,045 / FY13-14= 6,636 / FY14-15= 5,154 / FY15-16= 4,760 / FY16/17= 1,393



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	933	894	733	783	648	720	794	693	779	817	888	930
FY14/15	897	912	794	750	606	691	738	777	814	631	560	652
FY15-16	619	588	582	610	496	533	532	547	628	587	612	669
FY16-17	606	710	638									

FY12-13= 7,568 / FY13-14= 9,612 / FY14-15= 8,822 / FY15-16= 7,003 / FY16/17= 1,954

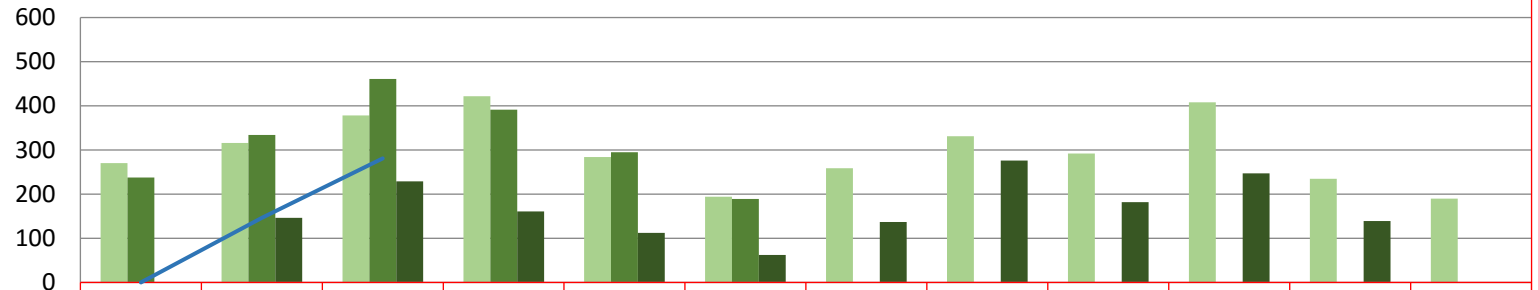
Tres Piedras - Services began on March 18, 2015



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY14-15	0	0	0	0	0	0	0	0	47	84	55	50
FY15-16	75	27	39	46	31	48	49	40	60	60	58	92
FY16-17	61	68	58									

FY14/15= 236 FY15/16= 625 / FY16/17= 187

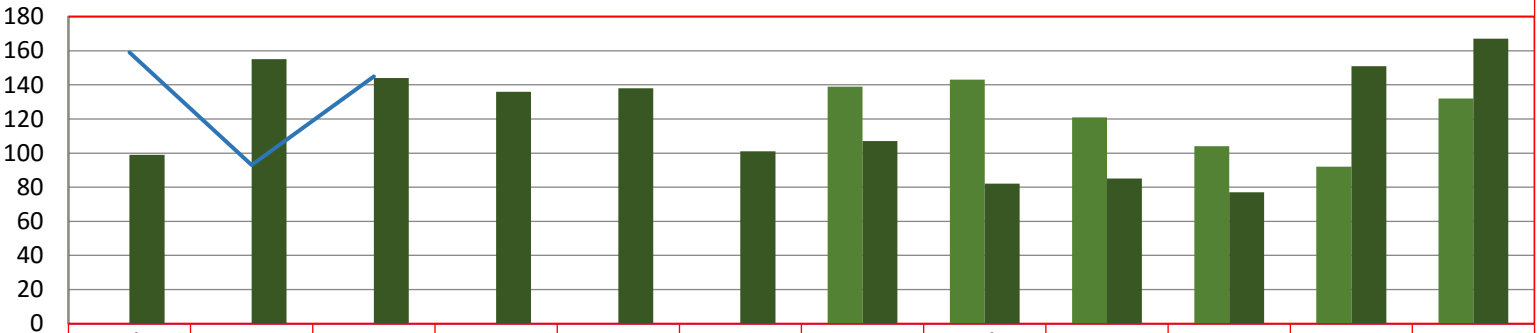
UNM Klauer Route - Services resumed on August 17, 2015



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	270	316	378	422	284	194	259	331	292	408	235	190
FY-14/15	238	334	461	391	295	189	0	0	0	0	0	0
FY 15/16	0	146	229	161	112	62	137	276	182	247	139	0
FY16-17	0	146	281									

FY12-13= 4,504 / FY13-14= 3,579 / FY14/15= 1,908 FY15/16= 1,691 / FY16/17= 427

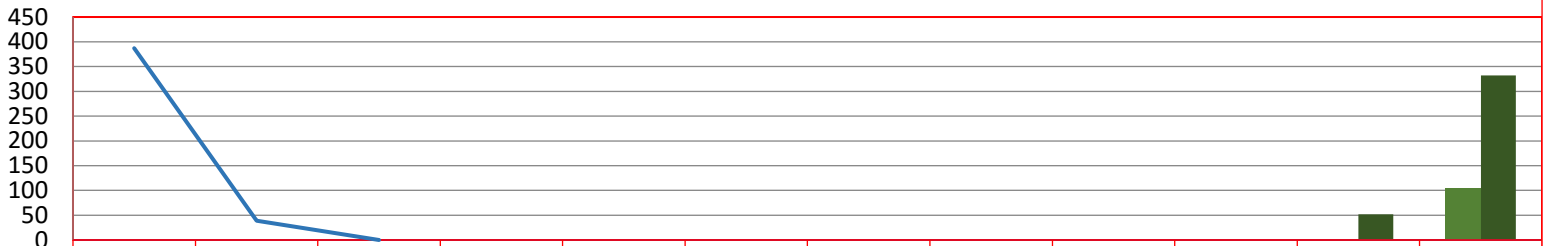
Taos Express - Services began on January 2, 2015



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY14/15	0	0	0	0	0	0	139	143	121	104	92	132
FY15-16	99	155	144	136	138	101	107	82	85	77	151	167
FY16-17	159	93	145									

FY14/15= 731 FY15/16= 1,442 / FY16/17= 397

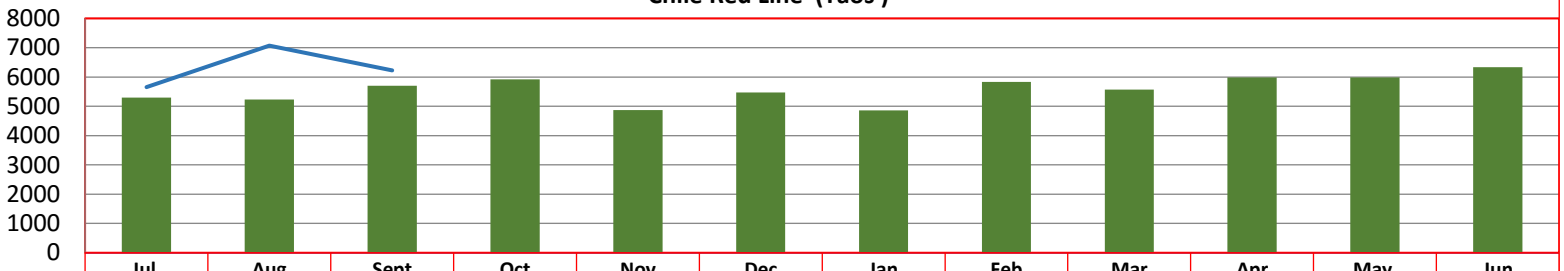
Special Events



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-14/15	0	0	0	0	0	0	0	0	0	0	0	105
FY-15/16	0	0	0	0	0	0	0	0	0	0	52	332
FY16-17	387	39	0									

FY14/15= 105 FY15/16= 384 / FY16/17= 426

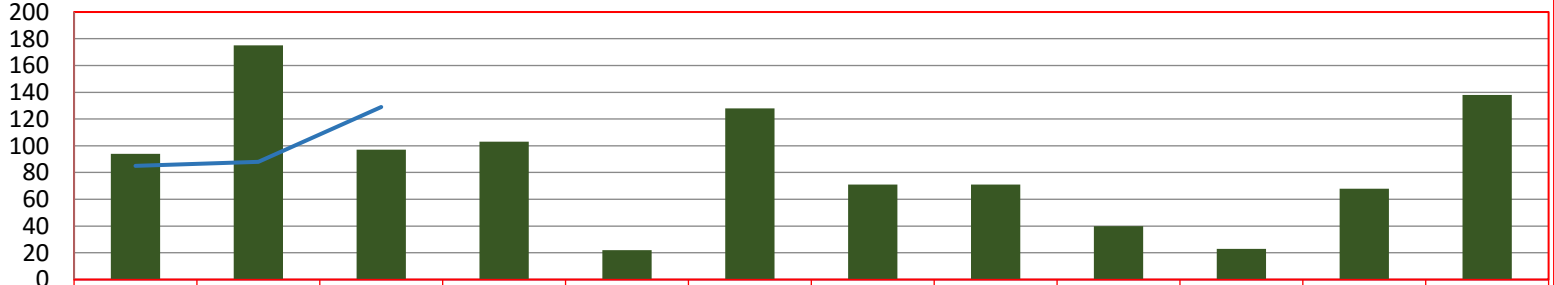
Chile Red Line (Taos)



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY15-16	5297	5231	5706	5916	4871	5471	4859	5832	5565	5989	5981	6331
FY16-17	5655	7071	6221									

FY15/16= 67,049 / FY16/17= 18,947

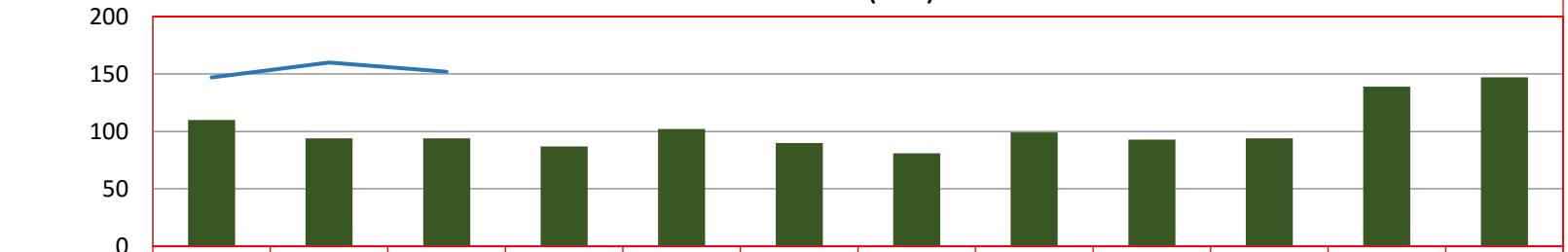
Deadhead



	July	August	September	October	November	December	January	February	March	April	May	June
FY15/16	94	175	97	103	22	128	71	71	40	23	68	138
FY16-17	85	88	129									

FY15/16= 1,030 / FY16/17= 302

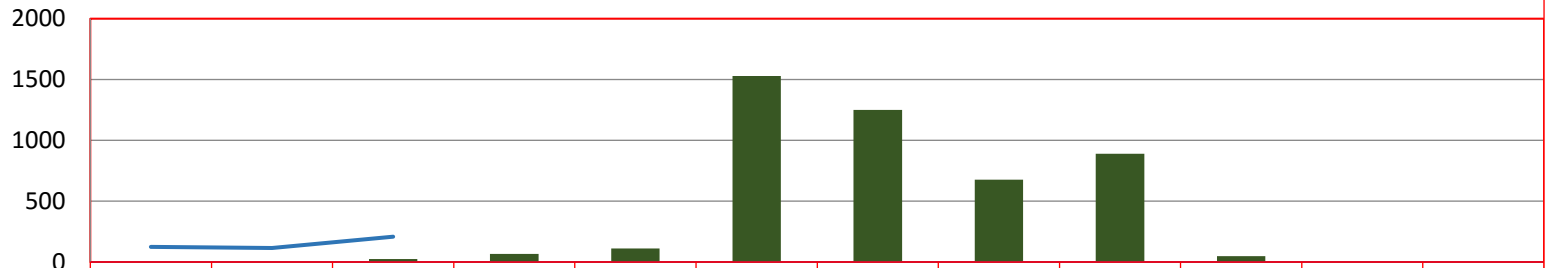
Chile RIDE - ADA (Taos)



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-15/16	110	94	94	87	102	90	81	99	93	94	139	147
FY16-17	147	160	152									

FY15/16= 1,230 / FY16/17= 459

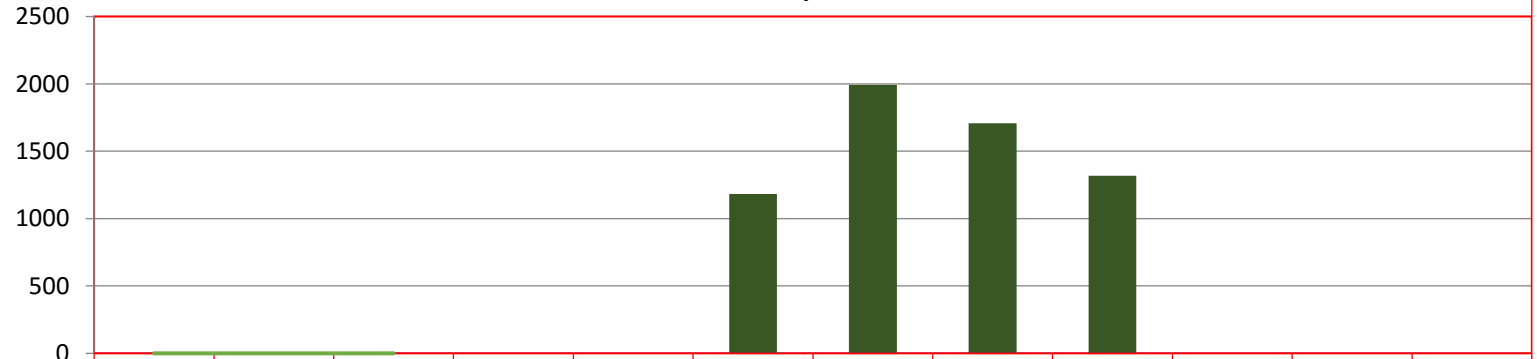
Mountain Trial



	July	August	September	October	November	December	January	February	March	April	May	June
FY15/16	0	0	23	67	112	1529	1251	677	889	49	0	0
FY16-17	124	115	208									

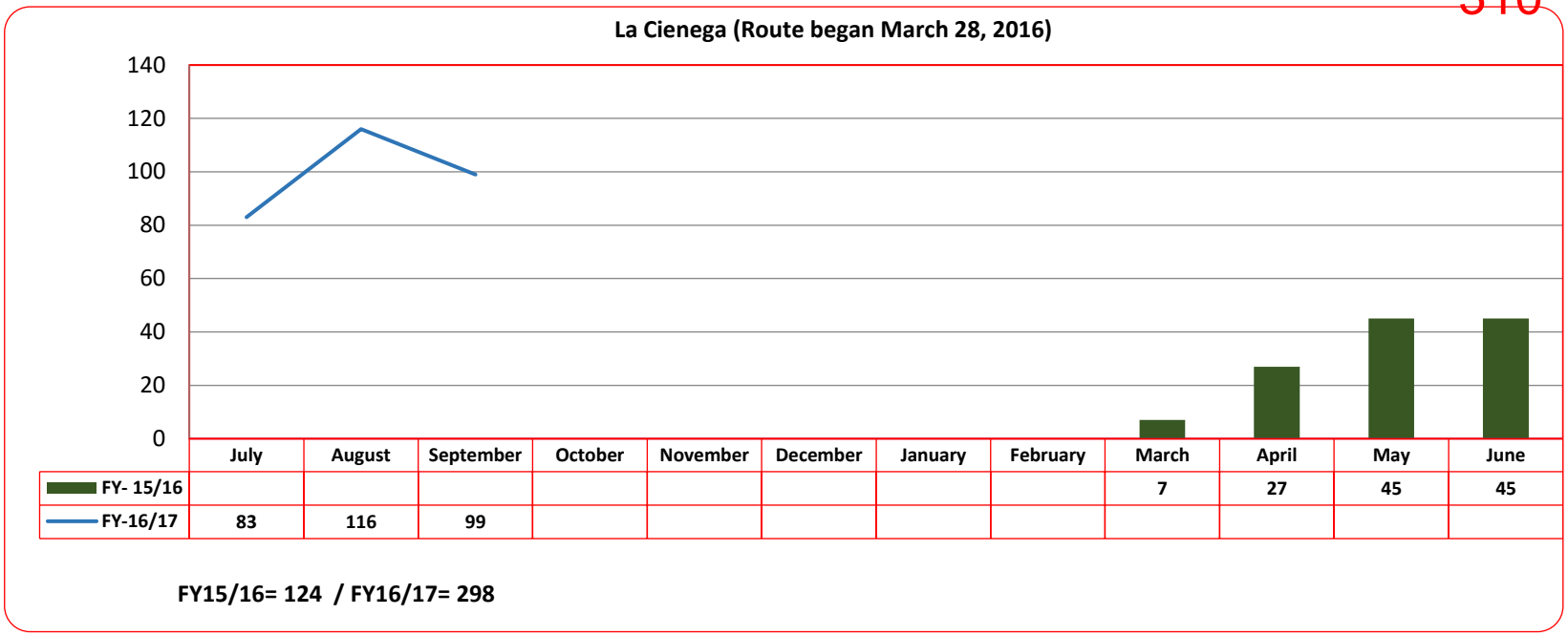
FY15/16= 4,597 / FY16/17= 447

Taos Ski Valley



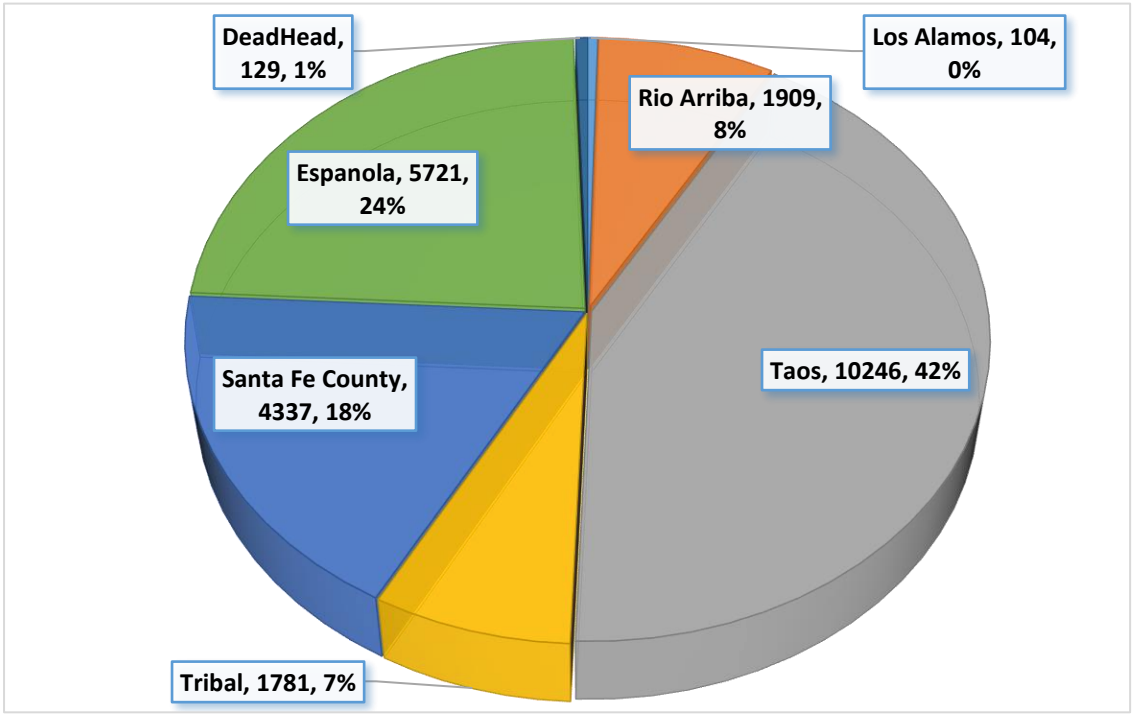
	July	August	September	October	November	December	January	February	March	April	May	June
FY15/16						1182	1992	1707	1319	0	0	0
FY-16/17	0	0	0									

FY15/16= 6,200 / FY16/17= 0

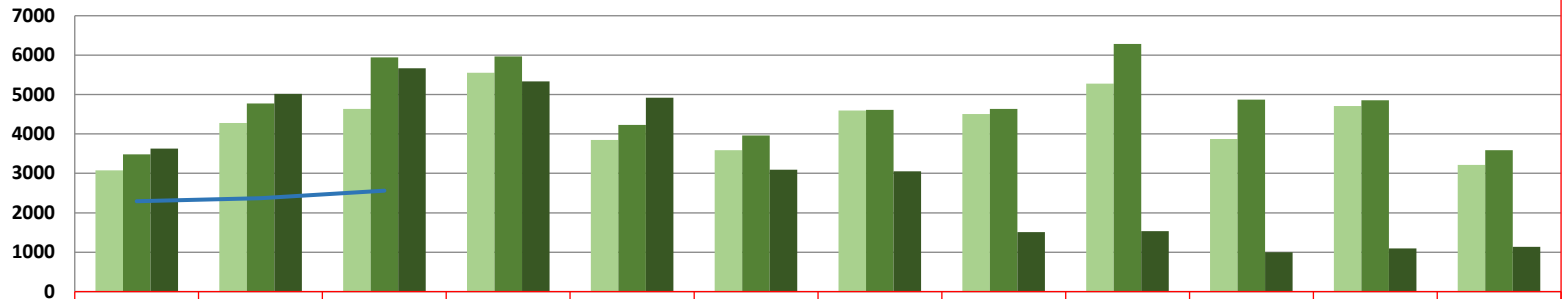


	July	August	September	October	November	December	January	February	March	April	May	June
FY- 15/16									7	27	45	45
FY-16/17	83	116	99									

FY15/16= 124 / FY16/17= 298



Los Alamos Enhanced

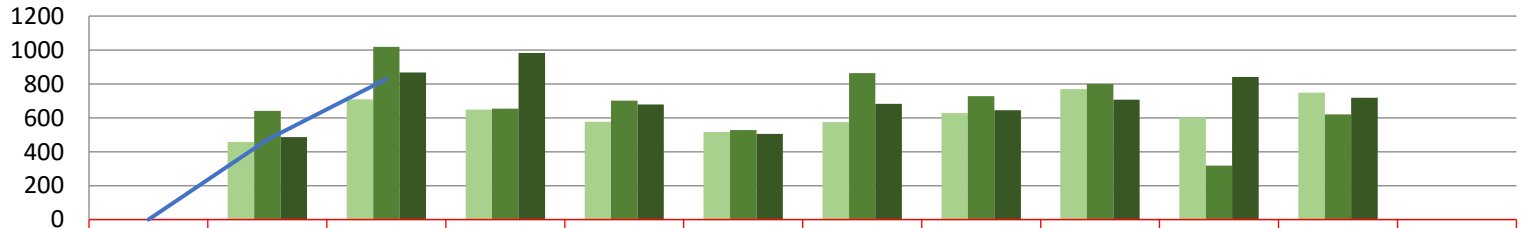


	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	3075	4278	4637	5556	3851	3588	4592	4508	5273	3869	4705	3216
FY14/15	3481	4772	5945	5965	4231	3965	4614	4635	6284	4868	4852	3592
FY15-16	3629	5016	5666	5335	4919	3091	3053	1507	1531	994	1092	1138
FY16-17	2293	2368	2561									

FY12-13= 66,523 / FY13-14= 51,148 / FY14-15= 57,204 / FY15-16= 36,971 / FY16/17= 7,222

Los Alamos Route 11 formerly route 10

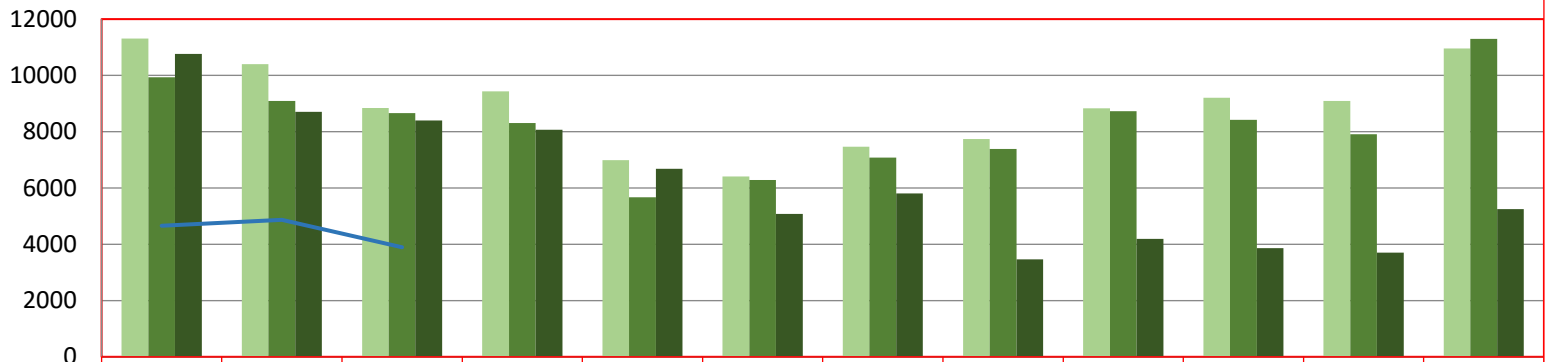
June-Route 10 didn't run due to fire



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	0	458	709	649	576	517	575	627	770	601	748	0
FY14/15	0	641	1019	655	701	527	864	727	799	319	621	0
FY15-16	0	487	868	983	679	505	682	645	708	842	718	0
FY16-17	0	471	829									

FY12-13= 6,792 / FY 13-14= 6,230 / FY14-15 = 6,873 / FY15-16= 7,117 / FY16/17= 1,300

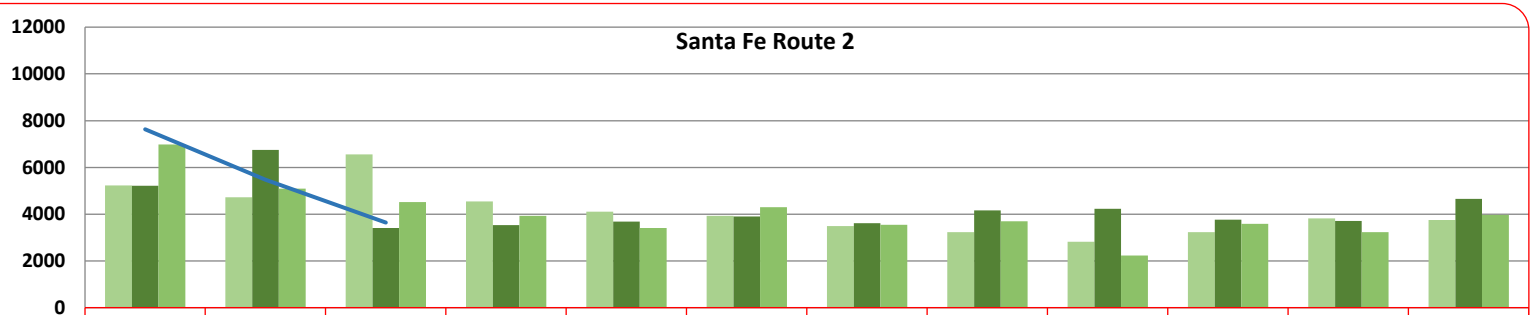
Los Alamos Route 2



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	11310	10405	8837	9433	6994	6408	7464	7736	8834	9206	9092	10952
FY14/15	9937	9092	8663	8308	5673	6280	7083	7387	8733	8418	7908	11297
FY15-16	10760	8705	8395	8069	6685	5080	5801	3463	4188	3865	3697	5246
FY16-17	4660	4867	3892									

FY12-13= 46,008 / FY13-14= 106,671 / FY14-15= 98,779 / FY15-16= 73,954 / FY16/17= 13,419

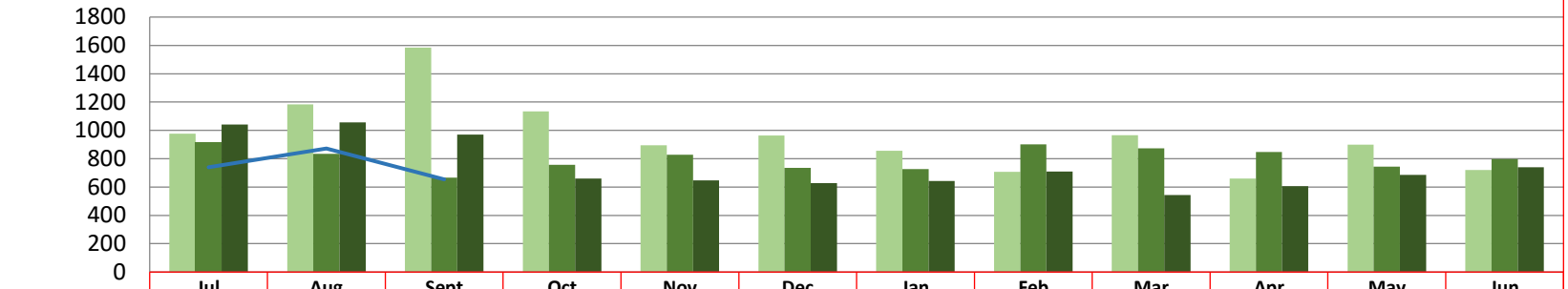
Santa Fe Route 2



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	5224	4716	6556	4539	4099	3934	3483	3229	2824	3224	3822	3743
FY-14/15	5218	6743	3404	3534	3685	3902	3615	4163	4224	3760	3711	4647
FY - 15/16	6982	5089	4519	3928	3406	4299	3543	3693	2230	3590	3229	3966
FY16-17	7629	5474	3640									

FY12-13= 48,382 / FY13-14= 49,393 / FY14-15= 50,606 / FY15-16= 48,474 / FY16/17= 16,743

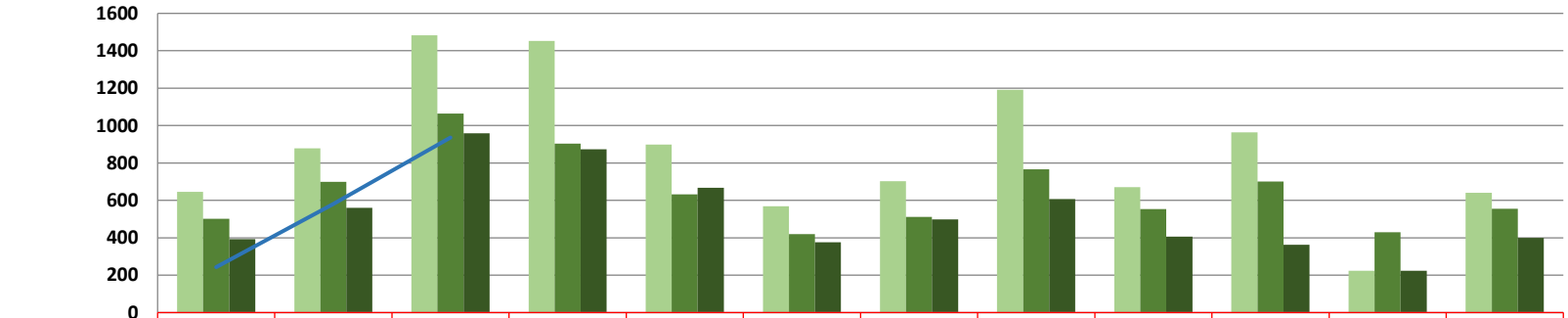
Santa Fe Route 4



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	976	1183	1585	1135	894	963	855	707	967	659	899	720
FY14/15	913	835	667	756	829	736	726	902	873	848	743	798
FY15-16	1041	1056	970	659	648	627	643	710	543	606	686	739
FY16-17	740	872	654									

FY12-13= 10,015 / FY13-14= 11,543 / FY14-15= 9,626 / FY15-16= 8,928 / FY16/17= 2,266

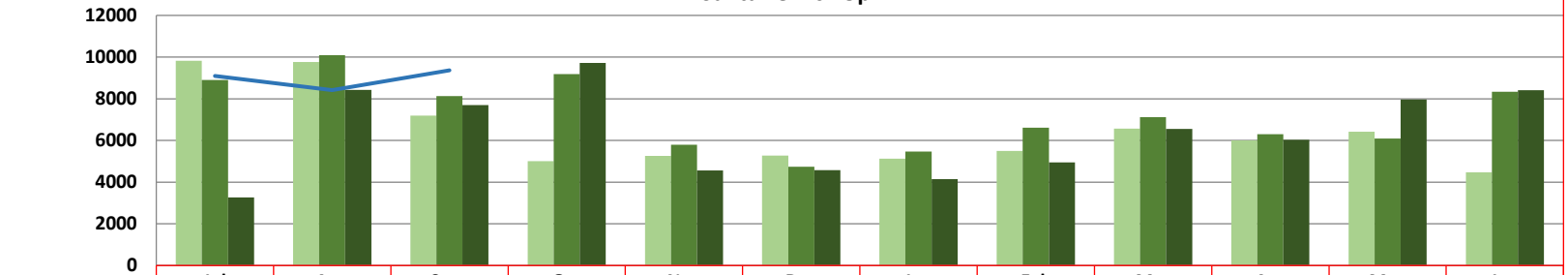
Santa Fe Route 22



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	645	879	1483	1453	899	568	703	1191	670	963	223	641
FY14/15	502	699	1065	904	633	420	511	766	553	701	429	556
FY15-16	392	561	958	874	667	376	498	607	406	362	223	399
FY16-17	243	581	936									

FY12-13= 10,925 / FY13-14= 10,318 / FY14-15= 7,739 / FY15-16= 6,323 / FY16/17= 1,760

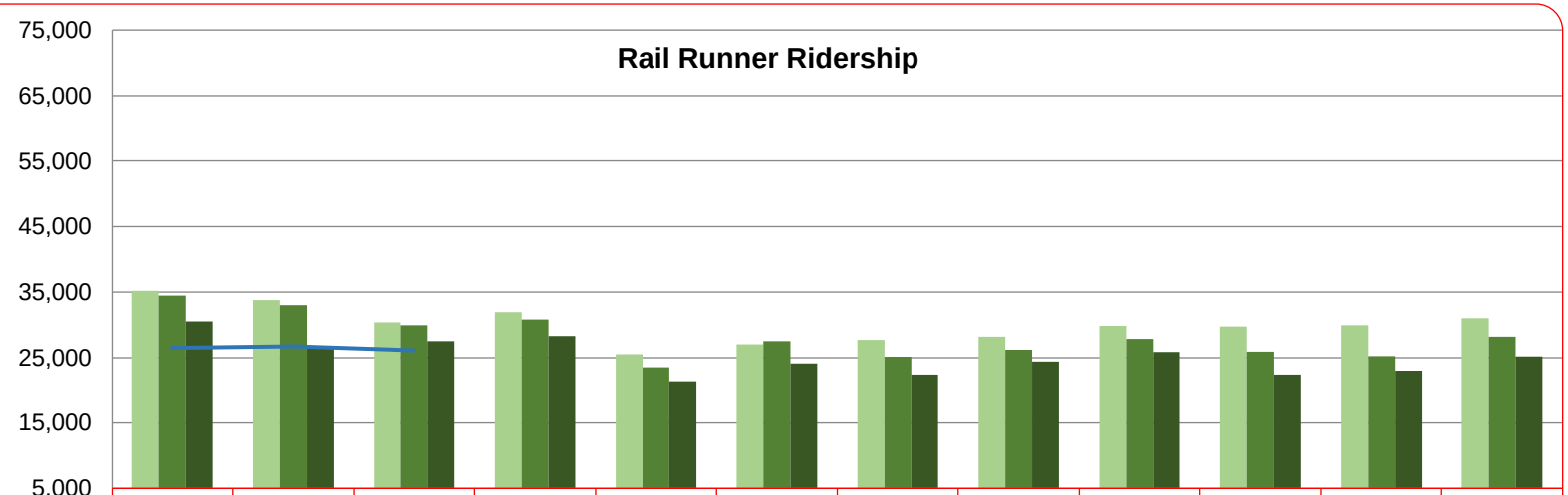
Santa Fe Pick Up



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY- 13/14	9818	9771	7194	5006	5264	5273	5120	5493	6570	6009	6420	4475
FY- 14/15	8908	10094	8136	9187	5795	4746	5464	6606	7120	6298	6097	8339
FY-15/16	3263	8431	7701	9718	4565	4573	4149	4941	6549	6033	7964	8418
FY16-17	9091	8416	9365									

FY12-13= 80,318 / FY13-14= 76,413 / FY14-15= 86,790 / FY15-16= 76,305 / FY16/17= 26,872

Rail Runner Ridership



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
FY- 13/14	35,176	33,786	30,401	31,949	25,522	27,034	27,692	28,176	29,859	29,724	29,930	31,020
FY- 14/15	34,454	33,020	29,923	30,811	23,537	27,502	25,101	26,186	27,842	25,908	25,200	28,196
FY-15/16	30,534	26,572	27,494	28,305	21,210	24,093	22,239	24,390	25,844	22,239	22,959	25,184
FY16-17	26,484	26,723	26,107									

FY12-13= 309,115 / FY13-14= 360,269 / FY14-15= 337,680 / FY15-16= 301,063 / FY16/17= 79,314